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## TITLE 7—AGRICULTURE

### Chapter IX—Production and Marketing Administration (Marketing Agreements and Orders), Department of Agriculture

#### PART 970—MILK IN THE CLINTON, IOWA, MARKETING AREA

##### ORDER AMENDING ORDER, AS AMENDED, REGULATING HANDLING

§ 970.0 *Findings and determinations.* The findings and determinations hereinafter set forth are supplementary and in addition to the findings and determinations previously made in connection with the issuance of the aforesaid order and of each of the previously issued amendments thereto; and all of said previous findings and determinations are hereby ratified and affirmed, except insofar as such findings and determinations may be in conflict with the findings and determinations set forth herein.

(a) *Findings upon the basis of the hearing record.* Pursuant to Public Act No. 10, 73d Congress (May 12, 1933), as amended and as reenacted and amended by the Agricultural Marketing Agreement Act of 1937, as amended (hereinafter referred to as the "act"), and the rules of practice and procedure governing the formulation of marketing agreements and orders (7 CFR, Supps. 900.1 et seq.), a public hearing was held upon certain proposed amendments to the tentative marketing agreement and to the order, as amended, regulating the handling of milk in the Clinton, Iowa, marketing area. Upon the basis of the evidence introduced at such hearing and the record thereof, it is found that:

(1) The said order, as amended, and as hereby further amended, and all of the terms and conditions of said order, as amended, and as hereby further amended, will tend to effectuate the declared policy of the act;

(2) The prices calculated to give milk produced for sale in said marketing area a purchasing power equivalent to the purchasing power of such milk as determined pursuant to sections 2 and 8e of the act are not reasonable in view of the price of feeds, available supplies of feeds, and other economic conditions which affect market supplies of and demand for such milk, and the minimum prices specified in the order, as amended,

and as hereby further amended, are such prices as will reflect the aforesaid factors, insure a sufficient quantity of pure and wholesome milk and be in the public interest; and

(3) The said order, as amended, and as hereby further amended, regulates the handling of milk in the same manner as and is applicable only to persons in the respective classes of industrial and commercial activity specified in a marketing agreement upon which hearing has been held.

(b) *Additional findings.* It is necessary, in the public interest, to make this amendment effective not later than May 1, 1949. Any delay beyond May 1, 1949, in the effective date of this amendment will seriously threaten the orderly marketing of milk in the Clinton, Iowa, marketing area for the month of May and subsequent months, because of the provision in the existing order whereby 20 cents per hundredweight would be deducted from the uniform price during the months of May and June. The nature and provisions of the amendment are well known to the handlers in the market since the hearing was held on January 10, 1949, the recommended decision was filed on March 1, 1949, and the final decision was executed by the Secretary on April 6, 1949, which final decision sets forth the need for the amendment. Compliance with the amendatory order will not require any preparation on the part of handlers which cannot be completed by May 1, 1949. It is hereby found and determined, in view of these facts and circumstances, that good cause exists for making this amendment effective May 1, 1949; and that it would be contrary to the public interest to delay the effective date of this amendment to a date later than May 1, 1949.

(c) *Determinations.* It is hereby determined that handlers (excluding cooperative associations of producers who are not engaged in processing, distributing, or shipping milk covered by this order, as amended and as hereby further amended) of more than 50 percent of the volume of milk covered by this order, as amended and as hereby further amended, which is marketed within the Clinton, Iowa, marketing area refused or failed to sign the proposed marketing agreement regulating the handling of milk in the

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# FEDERAL REGISTER

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said marketing area; and it is hereby further determined that:

(1) The refusal or failure of such handlers to sign said proposed marketing agreement tends to prevent the effectuation of the declared policy of the act;

(2) The issuance of this order, further amending the order, as amended, is the only practical means pursuant to the act, of advancing the interests of producers of milk which is produced for sale in the said marketing area; and

(3) The issuance of this order, further amending the order, as amended, is approved or favored by at least two-thirds of the producers, who, during the determined representative period (December 1948) were engaged in the production of milk for sale in the said marketing area.

**Order relative to handling.** It is therefore ordered that on and after the effective date hereof, the handling of milk in the Clinton, Iowa, marketing area shall be in conformity to and in compliance with the terms and conditions of the aforesaid order, as amended, and as hereby further amended; and the aforesaid order, as amended, is hereby further amended as follows:

1. Delete § 970.4 (a) (1) and substitute therefor the following:

(1) *For Class I milk.* The price shall be the price for Class II milk for the previous delivery period plus 90 cents during the months of January, February, and March; plus 70 cents during the months of April, May, and June; and plus \$1.15 during the remaining months of each year.

2. Delete § 970.4 (a) (3) and substitute therefor the following:

(3) *For Class III milk.* The price shall be the higher of the prices resulting from the following computations by the market administrator:

(i) Multiply by 2.4 the average of the weekly prices of the cheese known as "Cheddars" on the Wisconsin Cheese Exchange at Plymouth, Wisconsin, as reported by the Department of Agriculture during the delivery period in which such milk was received and multiply such result by 3.5. If there are no sales on the Exchange during any week, the last previously quoted price shall be used as the price for that week in making these computations.

(ii) From the average wholesale price per pound of 92-score butter at Chicago as reported by the United States Department of Agriculture (or such other Federal agency as may be authorized to perform this price reporting function) during the delivery period in which such milk was received, subtract 3 cents, add 20 percent thereof and multiply the resulting amount by 3.5.

3. Amend § 970.4 (b) (1) to read as follows:

(1) If the average butterfat content of the milk disposed of as net pooled Class I milk by any handler computed pursuant to § 970.3 (e) is more or less than 3.5 percent such handler shall add to the Class I price per hundredweight computed pursuant to paragraph (a) (1) of this section for each one-tenth of 1 per-



cent that the average butterfat content of such milk is above 3.5 percent, or shall subtract from such Class I price for each one-tenth of 1 percent that the average butterfat content of such Class I milk is below 3.5 percent an amount computed as follows: To the average wholesale price per pound of 92-score butter at Chicago as reported by the United States Department of Agriculture (or such other Federal agency as may be authorized to perform this price reporting function) during the delivery period preceding that in which the milk was received, add 40 percent, and divide the resulting sum by 10.

4. Amend § 970.7 (b) (2) by deleting therefrom the phrase: "exclusive of the amount retained in such fund pursuant to subparagraph (3) of this paragraph."

5. Delete subparagraphs (3) and (4) of § 970.7 (b) and renumber subparagraphs (5), (6), and (7) thereof as subparagraphs (3), (4), and (5).

6. Amend § 970.8 (e) to read as follows:

(e) *Producer-settlement fund.* The market administrator shall establish and maintain a separate fund known as the "producer-settlement fund" into which he shall deposit all payments made by handlers pursuant to paragraphs (a) (3),

(b), and (f) of this section, together with the amounts subtracted from the uniform price computation pursuant to § 970.7 (b) (5); and out of which he shall make all payments to producers and handlers pursuant to paragraphs (c) and (f) of this section as well as the amount added in the computation of the uniform price pursuant to § 970.7 (b) (2).

(48 Stat. 31, as amended; 7 U. S. C. 601 et seq.; sec. 102, Reorg. Plan 1 of 1947, 12 F. R. 4534)

Issued at Washington, D. C., this 15th day of April 1949, to be effective on and after the 1st day of May 1949.

[SEAL]

CHARLES F. BRANNAN,  
Secretary of Agriculture.

[F. R. Doc. 49-3100; Filed, Apr. 20, 1949;  
8:47 a. m.]

## TITLE 14—CIVIL AVIATION

### Chapter I—Civil Aeronautics Board

[Supp. 7]

#### PART 60—AIR TRAFFIC RULES

##### DANGER AREAS

Under sections 205 and 601 of the Civil Aeronautics Act of 1938, as amended, and § 60.103 of the Civil Air Regulations, the

Administrator of Civil Aeronautics is authorized to designate as a danger area any area within which he has determined that an invisible hazard to aircraft in flight exists, and no person may operate an aircraft within a danger area unless permission for such operation has been issued by appropriate authority.

The following danger areas were coordinated with the civil operators involved, the Army, the Navy, and the Air Force, through the Air Coordinating Committee, Airspace Subcommittee, and thereafter defined. These areas should be designated without delay, in order to promote safety of the flying public. Compliance with the notice, procedures, and effective date provisions of section 4 of the Administrative Procedure Act would be impracticable and contrary to the public interest, and therefore is not required.

Acting pursuant to sections 205 and 601 of the Civil Aeronautics Act of 1938, as amended, and § 60.103 of the Civil Air Regulations, and in accordance with sections 3 and 4 of the Administrative Procedure Act, the rules appearing herein after are adopted:

§ 60.103-1 *Danger areas (CAA rules).*  
The following areas are hereby designated as danger areas:

#### ALABAMA

Name and location (chart)	Description by geographical coordinates	Designated altitudes	Time of designation	Using agency
Fort McClellan (Birmingham Chart).	Beginning at lat. 33°45'00" N, long. 85°46'50" W; E to long. 85°43'30" W; S to lat. 33°39'00" N; W to long. 85°49'00" W; NW to lat. 33°40'30" N, long. 85°49'30" W; N to lat. 33°41'15" N; E to long. 85°47'15" W; NE to lat. 33°45'00" N, long. 85°46'50" W, point of beginning.	Surface to 30,000 feet	Continuous	Hq., 3d Army, Fort McPherson, Ga.
Huntsville (Chattanooga Chart).	Straight lines connecting the following points: lat. 34°36'00" N, long. 86°41'30" W; lat. 34°42'00" N, long. 86°41'30" W; lat. 34°42'00" N, long. 86°44'30" W.	Surface to 5,000 feet	Daylight hours only	Huntsville Arsenal, Huntsville, Ala.

#### ARIZONA

AJO (Phoenix and San Diego Charts).	Beginning at lat. 32°49'30" N, long. 112°19'00" W; S to lat. 32°35'40" N; W to long. 112°36'30" W; S to lat. 32°31'00" N; W to long. 112°47'00" W; S to lat. 32°20'00" N; W to long. 113°02'00" W; S to lat. 32°13'00" N; W to long. 113°27'00" W; S to Mexican Border; NW along Mexican Border to long. 114°00'00" W; N to lat. 32°35'00" N; E to long. 113°27'00" W; N to lat. 32°45'40" N; to lat. 32°49'30" N; long. 113°21'00" W; to lat. 32°49'30" N, long. 112°19'00" W, point of beginning.	Surface to 40,000 feet	Continuous	Air Force Training Command, Ajo, Ariz.
Saburita (Douglas and Phoenix Charts).	N boundary: lat. 32°02'00" N; E boundary: long. 110°51'00" W; S boundary: lat. 31°54'00" N; W boundary: long. 110°57'00" W.	Surface to 30,000 feet	do.	Davis-Monthan AFB, Tucson, Ariz.
Willcox Dry Lake (Phoenix Chart).	N boundary: lat. 32°14'00" N; E boundary: long. 109°39'00" W; S boundary: lat. 32°06'30" N; W boundary: long. 110°00'30" W.	do.	do.	Do.

#### CALIFORNIA

Antioch (Sacramento Chart).	A circular area having a radius of 2 miles centered at lat. 38°02'00" N, long. 121°36'00" W.	Surface to 10,000 feet	0900 to 1700 daily	12th Naval District, San Diego, Calif.
Camp Beale (San Francisco Chart).	Beginning at lat. 39°15'00" N, long. 121°09'00" W; to lat. 39°00'00" N, long. 121°09'00" W; to lat. 39°00'00" N, long. 121°15'00" W; to lat. 39°03'00" N, long. 121°28'30" W; to lat. 39°15'00" N, long. 121°30'00" W; to lat. 39°15'00" N, long. 121°09'00" W, point of beginning.	Surface to 15,000 feet	Continuous	USAF Bombardment School, Mather AFB, Calif.
Camp Pendleton (San Diego Chart).	Beginning at lat. 33°24'23" N, long. 117°15'15" W; to lat. 33°18'00" N, long. 117°16'08" W; to lat. 33°17'00" N, long. 117°17'30" W; to lat. 33°17'30" N, long. 117°21'30" W; to lat. 33°27'14" N, long. 117°34'00" W; to lat. 33°30'13" N, long. 117°29'13" W; to lat. 33°24'23" N, long. 117°15'15" W, point of beginning.	do.	Continuous Monday through Saturday	USMC, Camp Pendleton, Calif.
Carrizo Valley (San Diego Chart).	N boundary: lat. 32°58'58" N; E boundary: long. 115°59'00" W; S boundary: lat. 32°50'24" N; W boundary: long. 116°04'36" W.	Surface to 10,000 feet	Daylight hours only	12th Naval District, San Diego, Calif.
China Lake (Mt. Whitney and Los Angeles Charts).	Beginning at lat. 36°14'00" N, long. 117°24'00" W; S to lat. 36°00'00" N; to lat. 35°39'00" N, long. 117°37'00" W; to lat. 35°38'00" N, long. 117°38'00" W; W to long. 117°47'00" W; to lat. 36°00'00" N, long. 117°54'00" W; to lat. 36°14'00" N, long. 117°55'00" W; to lat. 36°14'00" N, long. 117°24'00" W, point of beginning.	Unlimited	Daylight hours only Monday through Friday	Do.
Chocolate Mountains (San Diego Chart).	Beginning at lat. 33°32'40" N, long. 115°33'50" W; SE along a road to lat. 33°25'50" N, long. 115°14'30" W; to lat. 33°24'15" N, long. 115°17'00" W; SE and NE along a road to lat. 33°22'50" N, long. 115°09'58" W; to lat. 33°07'30" N, long. 114°55'35" W; SW along a road to lat. 33°00'00" N, long. 115°04'00" W; NW along railroad to lat. 33°09'40" N, long. 115°19'30" W; to lat. 33°12'55" N, long. 115°24'00" W; to lat. 33°28'30" N, long. 115°42'10" W; to lat. 33°32'40" N, long. 115°33'50" W, point of beginning.	Surface to 30,000 feet	0900 to 1800 daily	11th Naval District, San Diego, Calif.
El Centro (San Diego Chart).	Beginning at lat. 32°55'45" N, long. 115°51'30" W; to lat. 32°50'05" N, long. 115°47'00" W; to lat. 32°50'05" N, long. 115°55'00" W; to lat. 32°55'45" N, long. 115°55'00" W; to lat. 32°55'45" N, long. 115°51'30" W, point of beginning.	Surface to 10,000 feet	Continuous	Do.
El Toro (San Diego Chart).	A circular area having a radius of 3 miles centered at lat. 33°37'45" N, long. 117°36'00" W.	Surface to 15,000 feet	0830 to 1630 daily	12th Naval District, San Diego, Calif.



## RULES AND REGULATIONS

## CALIFORNIA—Continued

Name and location (chart)	Description by geographical coordinates	Designated altitudes	Time of designation	Using agency
Fort Ord (San Francisco Chart).	Beginning at lat. 36°40'59" N, long. 121°48'49" W; to lat. 36°41'49" N, long. 121°45'19" W; to lat. 36°37'35" N, long. 121°41'17" W; to lat. 36°34'54" N, long. 121°43'01" W; to lat. 36°34'30" N, long. 121°47'40" W; along the arc of a circle of 3 mile radius centered at lat. 36°35'30" N, long. 121°50'30" W; to lat. 36°38'00" N, long. 121°50'20" W; to lat. 36°40'59" N, long. 121°48'49" W, point of beginning.	Surface to 1,500 feet....	Continuous.....	Hq., 6th Army, Presidio, San Francisco, Calif.
Holtville (San Diego Chart).	(1) A circular area with a 1,000 yard radius centered at lat. 32°56'45" N, long. 115°12'00" W. (2) A circular area with a 1,000 yard radius centered at lat. 32°55'10" N, long. 115°16'15" W. (3) A circular area with a 1,000 yard radius centered at lat. 33°01'36" N, long. 115°18'48" W.	Surface to 15,000 feet.... do..... do.....	0830 to 1530 daily..... do..... do.....	12th Naval District, San Diego, Calif. Do. Do.
Muroc Lake (Los Angeles Chart).	Beginning at lat. 35°00'00" N, long. 117°32'00" W; S to lat. 34°48'30" N; to lat. 34°48'00" N, long. 117°35'00" W; W to long. 117°55'00" W; N to lat. 35°00'00" N; to lat. 35°00'00" N, long. 117°32'00" W, point of beginning.	Surface to 45,000 feet....	Daylight hours only.....	Muroc Lake AFB, Muroc Lake, Calif.
Offshore of California (San Diego Chart).	A circular area with a 300 yard radius centered at lat. 33°02'04" N, long. 118°36'47" W.	Surface to 15,000 feet....	Continuous.....	11th Naval District, San Diego, Calif.
Petaluma (Sacramento Chart).	A circular area with a radius of 2½ miles centered at lat. 38°11'00" N, long. 122°33'00" W.	Surface to 10,000 feet....	0900 to 1700 daily.....	12th Naval District, San Diego, Calif.
Point Reyes (Sacramento Chart).	A circular area having a radius of 7 miles centered at lat. 38°09'30" N, long. 122°56'30" W.	do.....	do.....	Do.
Salton Sea (San Diego Chart).	(1) A circular area having a 3 miles radius centered at lat. 33°11'00" N, long. 116°09'30" W. (2) Beginning at lat. 33°18'00" N, long. 115°44'00" W; to lat. 33°18'00" N, long. 115°53'20" W; to lat. 33°11'30" N, long. 115°50'30" W; to lat. 33°11'00" N, long. 115°49'40" W; to lat. 33°11'00" N, long. 115°44'00" W; to lat. 33°18'00" N, long. 115°44'00" W, point of beginning.	Surface to 15,000 feet.... Unlimited.....	Continuous..... do.....	11th Naval District, San Diego, Calif. National Defense Agencies.
San Diego (San Diego Chart).	(1) A circular area having a radius of 3 miles centered at lat. 32°35'35" N, long. 116°56'21" W. (2) A circular area having a radius of 3 miles centered at lat. 33°00'49" N, long. 117°08'48" W, excluding that portion that lies within Blue Civil Airway No. 14. (3) A circular area having a radius of 3 miles centered at lat. 32°55'05" N, long. 117°00'15" W.	Surface to 15,000 feet.... do..... do.....	do..... do..... do.....	11th Naval District, San Diego, Calif. Do. Do.
San Miguel Island, Off-Shore, Calif. (San Francisco Chart).	W boundary: long. 120°30'00" W; E boundary: long. 120°17'30" W; N boundary: lat. 34°07'00" N; S boundary: lat. 33°58'30" N.	Surface to 30,000 feet....	Daylight hours only VFR conditions.	11th Naval District, San Diego, Calif.
Trona (Mount Whitney and Los Angeles Charts).	Beginning at lat. 36°00'40" N, long. 116°51'50" W; to lat. 35°35'00" N, long. 116°55'50" W; W to long. 117°00'00" W; S to lat. 35°09'00" N; W to long. 117°19'00" W; to lat. 36°00'40" N, long. 117°13'00" W; to lat. 36°00'40" N, long. 116°51'50" W, point of beginning.	Unlimited.....	Daylight hours only Monday through Friday.	12th Naval District, San Diego, Calif.

## COLORADO

Camp Carson (Denver Chart).	Straight lines connecting the following points: lat. 38°39'00" N, long. 104°48'00" W; lat. 38°32'00" N, long. 104°46'30" W; lat. 38°32'00" N, long. 104°52'00" W; lat. 38°39'00" N, long. 104°58'00" W.	Surface to 14,500 feet....	Daylight hours only.....	U. S. Army, Mountain Training Center, Camp Carson, Colo.
Parker (Denver Chart).....	N boundary: lat. 39°41'00" N; E boundary: long. 104°26'00" W; S boundary: lat. 39°34'00" N; W boundary: long. 104°43'00" W.	do.....	do.....	NAS Buckley Field, Denver, Colo.

## FLORIDA

Banana River (Orlando Chart).	Beginning at lat. 28°50'00" N, long. 80°50'00" W; E to a point 3 nautical miles from the shoreline at long. 80°41'35" W; south-easterly along a line paralleling the shoreline at a distance of 3 nautical miles to lat. 28°14'40" N, long. 80°32'30" W; NW to the shoreline at lat. 28°17'00" N, long. 80°36'00" W; NW to lat. 28°50'00" N, long. 80°50'00" W, point of beginning.	Unlimited.....	Continuous.....	8th Naval District, Charleston, S. C.
Jacksonville (Jacksonville Chart).	Beginning at lat. 30°19'20" N, long. 81°38'10" W; to lat. 30°10'45" N, long. 81°35'00" W; S to lat. 29°55'00" N; W to long. 81°55'00" W; N to lat. 29°50'00" N; W to long. 82°02'00" W; N to lat. 30°03'00" N; W to long. 82°20'00" W; N to lat. 30°22'00" N; to lat. 30°21'10" N, long. 81°50'00" W; to lat. 30°18'40" N, long. 81°52'40" W; to lat. 30°16'45" N, long. 81°50'15" W; E to long. 81°41'30" W; to lat. 30°19'20" N, long. 81°38'10" W, point of beginning.	Surface to 12,000 feet....	do.....	Jacksonville Naval Air Station, Jacksonville, Fla.
Miami (Miami Chart)..... Pensacola (Mobile Chart)...	See "Addenda" for Miami area (1) Area 1: Beginning on the shoreline at lat. 30°23'30" N, long. 86°45'00" W; due S to a point 3 nautical miles from the shoreline at lat. 30°20'30" N; westerly along a line paralleling the shoreline at a distance of 3 nautical miles to the eastern edge of Pensacola Control Area at lat. 30°18'00" N, long. 87°02'50" W; northerly along the boundary of Pensacola Control Area to its intersection at lat. 30°22'05" N, long. 87°04'30" W with a circular arc of 2 mile radius centered at lat. 30°21'42" N, long. 87°02'36" W; thence clockwise around that arc to its intersection with and clockwise around a circular arc of 2 miles radius centered at lat. 30°22'06" N, long. 86°58'48" W, to the shoreline at lat. 30°22'00" N, long. 86°56'40" W; easterly along the shoreline to lat. 30°23'30" N, long. 86°45'00" W, point of beginning. (2) Area 2: Beginning at the intersection of the shoreline with the western edge of Pensacola Control Area at lat. 30°19'00" N, long. 87°13'30" W; southerly along the boundary of Pensacola Control Area to a point 3 nautical miles from the shoreline at lat. 30°16'15" N, long. 87°12'45" W; westerly along a line paralleling the shoreline at a distance of 3 nautical miles to the eastern edge of the Mobile, Alabama control area extension, at lat. 30°12'00" N, long. 87°39'00" W; northwesterly along the control area extension boundary to the shoreline at lat. 30°15'00" N, long. 87°41'30" W; easterly along the shoreline to lat. 30°16'15" N, long. 87°33'40" W; thence clockwise around a circular arc of 2 mile radius centered at lat. 30°16'48" N, long. 87°32'10" W, to the shoreline at lat. 30°17'00" N, long. 87°30'00" W; easterly along the shoreline to lat. 30°17'20" N, long. 87°29'00" W; thence clockwise around a circular arc of 2 mile radius centered at lat. 30°17'47" N, long. 87°27'28" W; to the shoreline at lat. 30°17'50" N, long. 87°25'30" W; easterly along the shoreline to lat. 30°18'15" N, long. 87°23'30" W; thence clockwise around a circular arc of 2 mile radius centered at lat. 30°18'54" N, long. 87°21'26" W; to the shoreline at lat. 30°19'00" N, long. 87°19'30" W; E to lat. 30°19'20" N, long. 87°18'00" W; easterly along the shoreline to the western edge of Pensacola Control Area at lat. 30°19'00" N, long. 87°13'30" W, point of beginning. (3) See "Addenda" for Area 3.	Surface to 10,000 feet.... do..... do.....	do..... do..... do.....	NAS, Pensacola, Fla. Do.



## FLORIDA—Continued

Name and location (chart)	Description by geographical coordinates	Designated altitudes	Time of designation	Using agency
Valparaiso (Mobile Chart).	Beginning at a point on the southern edge of Red Civil Airway No. 30 at lat. 30°43'50" N, long. 86°10'30" W; thence counter-clockwise around a circular arc of 3 mile radius centered at lat. 30°43'00" N, long. 86°07'40" W; to lat. 30°42'30" N, long. 86°07'10" W; southerly along the De Funiak Springs-Freeport Highway (State Highway No. 83) to the town of Freeport at lat. 30°30'00" N, long. 86°08'00" W; due S to the shoreline at lat. 30°19'00" N, long. 86°08'00" W; southeasterly along the shoreline to lat. 30°18'00" N, long. 86°05'10" W; SE to a point 3 nautical miles from the shoreline at lat. 30°13'40" N, long. 86°01'50" W; westerly along a line parallel to the shoreline at a distance of 3 nautical miles to lat. 30°20'10" N, long. 86°48'00" W; due N to U. S. Highway No. 98 at lat. 30°24'40" N, long. 86°48'00" W; westerly along Highway No. 98 to its intersection with the Navarre-Milton Highway (State Highway No. 87) at lat. 30°24'15" N, long. 86°52'15" W; northerly and westerly along State Highway No. 87 to lat. 30°33'40" N, long. 86°55'15" W; NE to lat. 30°43'00" N, long. 86°38'30" W; E to a point on the S edge of Red Civil Airway No. 30 at lat. 30°43'20" N, long. 86°32'00" W; due S to lat. 30°29'00" N; due E to long. 86°28'00" W; due N to the S edge of Red Civil Airway No. 30 at lat. 30°43'25" N, long. 86°28'00" W; easterly along the boundary of Red Civil Airway No. 30 to lat. 30°43'50" N, long. 86°10'30" W, point of beginning.	Unlimited.....	Continuous.....	Air Proving Ground, Eglin Field, Valparaiso, Fla.
GEORGIA				
Fort Benning (Birmingham Chart).	Beginning at lat. 32°32'15" N, long. 84°37'30" W; S to lat. 32°18'00" N, northwesterly along the railroad to lat. 32°20'45" N, long. 84°47'00" W; southerly along the road to lat. 32°18'00" N, long. 84°46'30" W; S along the highway to lat. 32°15'30" N, long. 84°48'30" W; due W to long. 84°53'30" W; SW along the river to lat. 32°14'45" N, long. 84°55'00" W; due W to long. 84°57'30" W; S to lat. 32°18'30" N, long. 84°57'45" W; NW along the north bank of the river to lat. 32°18'45" N, long. 84°58'30" W; due N to lat. 32°20'10" N; NE to lat. 32°21'10" N, long. 84°56'45" W; due N to lat. 32°22'30" N, long. 84°56'45" W; NE along the creek to lat. 32°24'14" N, long. 84°53'21" W; northerly to lat. 32°28'10" N, long. 84°52'20" W; due N to lat. 32°30'50" N; easterly along the railroad to lat. 32°32'15" N, long. 84°37'30" W, point of beginning.	Surface to 17,000 feet....	Continuous.....	U. S. Army, Fort Benning, Ga.
Hinesville (Jacksonville Chart).	Beginning at lat. 32°05'00" N, long. 81°38'00" W; SE to lat. 32°01'00" N, long. 81°27'30" W; SW to lat. 31°55'00" N, long. 81°29'00" W; SW to lat. 31°51'30" N, long. 81°36'00" W; NW to lat. 31°55'00" N, long. 81°51'30" W; NE to lat. 32°05'00" N, long. 81°45'00" W; E to lat. 32°05'00" N, long. 81°38'00" W, point of beginning.	Unlimited.....	do.....	Camp Stewart AFB, Hinesville, Ga.
IDAHO				
Pocatello (Pocatello Chart).	Beginning at lat. 43°45'00" N, long. 112°40'00" W; SW to lat. 43°30'00" N, long. 112°52'00" W; to lat. 43°28'00" N, long. 113°01'00" W; N to lat. 43°33'00" N; NE to lat. 43°45'00" N, long. 112°53'00" W; E to lat. 43°45'00" N, long. 112°40'00" W, point of beginning.	Unlimited.....	Continuous.....	Pocatello AFB, Pocatello, Idaho.
ILLINOIS				
Glenview (Chicago and Milwaukee Charts).	Beginning at lat. 42°35'00" N, long. 87°47'30" W; E to long. 87°33'00" W; S to lat. 42°08'00" N; W to long. 87°40'00" W; N and W along the east and north edge of Red Civil Airway #43 to lat. 42°17'30" N, long. 87°47'30" W; N to lat. 42°35'00" N, long. 87°47'30" W, point of beginning.	Surface to 16,000 feet....	Continuous.....	NAS, Glenview, Ill.
INDIANA				
Camp Atterbury (Chincinnati Chart).	Beginning at lat. 39°21'30" N, long. 86°06'00" W; E to lat. 39°21'30" N, long. 85°59'30" W; S to lat. 39°13'00" N, long. 85°59'30" W; W to lat. 39°13'00" N, long. 86°06'00" W; N to lat. 39°21'30" N, long. 86°06'00" W, point of beginning.	Surface to 22,000 feet....	Daylight hours only....	Joint use by U. S. Army and Indiana Air National Guard.
IOWA				
Elkader (Dubuque Chart).	1 nautical mile radius centered at lat. 42°48'24" N, long. 91°25'12" W.	Surface to 2,500 feet....	Continuous.....	Collins Radio Co., Cedar Rapids, Iowa.
KANSAS				
Brookville (Salina Chart).	Beginning at lat. 38°45'20" N, long. 97°43'55" W; S to lat. 38°43'00" N; SW along railroad to lat. 38°38'20" N, long. 97°47'30" W; W to long. 97°53'22" W; N to lat. 38°45'20" N; to lat. 38°45'20" N, long. 97°43'55" W, point of beginning.	Unlimited.....	Continuous.....	Smoky Hill AFB, Salina, Kans.
Manhattan (Salina Chart).	Beginning at lat. 39°43'00" N, long. 96°41'15" W; to lat. 39°08'30" N, long. 96°44'30" W; W to long. 96°47'30" W; WNW to lat. 39°09'00" N, long. 96°49'30" W; to lat. 39°13'00" N, long. 96°47'30" W; to lat. 39°13'00" N, long. 96°41'15" W, point of beginning.	Surface to 10,000 feet....	0700 to 2200 daily.....	Marshall AFB, Fort Riley, Kans.



## RULES AND REGULATIONS

## KENTUCKY

Name and location (chart)	Description by geographical coordinates	Designated altitudes	Time of designation	Using agency
Camp Campbell (Nashville Chart).	Beginning at lat. 36°33'00" N, long. 87°22'00" W; to long. 87°50'00" W; N to lat. 36°44'00" N; E to long. 87°40'00" W; S to lat. 36°40'00" N; E to long. 87°27'00" W; to lat. 36°33'00" W, long. 87°22'00" W, point of beginning.	Unlimited.....	Continuous.....	U. S. Army, Camp Campbell, Ky.
Fort Knox (Nashville Chart).	Beginning at a point at lat. 37°59'00" N, long. 85°45'00" W; due S to lat. 37°47'30" N; due W to long. 85°55'30" W (Intersection of U. S. Highway 31-W); northerly along U. S. Highway 31-W to lat. 37°50'45" N, long. 85°57'00" W (Intersection of U. S. Highway 31-W and Wilson Road); northerly along Wilson Road to lat. 37°58'00" N, long. 85°57'45" W (Intersection of Wilson Road and ICRR); northerly along ICRR to lat. 37°59'00" N, long. 85°57'00" W (crossing ICRR and L&N RR), northeasterly to lat. 38°01'00" N, long. 85°54'30" W (Intersection of L&N RR and Ky. Route #44); easterly along Ky. Route #44, to lat. 38°00'30" N, long. 85°52'00" W; due S to lat. 37°59'00" N; due E to lat. 37°59'00" N, long. 85°45'00" W, point of beginning.	Surface to 22,000 feet.....	do.....	U. S. Army Armored Center, Fort Knox, Ky.

## MAINE

Great Pond (Lewiston Chart).	Beginning at lat. 44°59'00" N, long. 68°28'30" W; to lat. 44°59'00" N, long. 68°25'00" W; to lat. 44°37'00" N, long. 68°24'00" W; to lat. 44°58'30" N, long. 68°28'00" W; to lat. 44°59'00" N, long. 68°28'30" W, point of beginning.	Surface to 6,000 feet.....	VFR conditions daylight hours only, through June 30, 1949.	Dow AFB, Bangor, Maine.
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## MARYLAND

Assateague Island (Washington and Norfolk Charts).	Beginning at lat. 38°30'00" N, long. 75°03'00" W; due east 3 nautical miles to approx. lat. 38°30'00" N, long. 74°59'30" W; SW along a line paralleling the coastline to lat. 37°51'25" N, long. 75°16'50" W; NW to the coastline at lat. 37°53'00" N, long. 75°20'00" W; NW along the coastline to lat. 38°30'00" N, long. 75°03'00" W, point of beginning.	Unlimited.....	Continuous.....	Naval Air Station, Patuxent, Md.
Bloodsworth Island (Chesapeake Bay) (Washington Chart).	Straight lines connecting the following points: lat. 38°13'00" N, long. 76°00'00" W; lat. 38°08'00" N, long. 76°00'00" W; lat. 38°08'00" N, long. 76°08'50" W; lat. 38°13'00" N, long. 76°11'20" W.	do.....	do.....	CinC Lant. Flt, Norfolk, Va.
Chesapeake Bay (Washington Chart).	Sector of a circle with 17,600 yard radius centered at lat. 38°39'30" N, long. 76°34'30" W, between 31° true and 122° true, excluding that portion within the confines of Civil Airways and Sharp's Island Danger Area.	Surface to 20,000 feet.....	Daylight hours only.....	Potomac River Naval Command, Washington, D. C.
Chincoteague Bay (Washington Chart).	Circle with radius of 3 miles centered at lat. 38°06'42" N, long. 75°11'15" W.	Surface to 10,000 feet.....	do.....	CinC Lant. Flt, Norfolk, Va.
Patuxent River (Washington Chart).	(1) Beginning at lat. 38°30'00" N, long. 75°34'30" W; southerly following the railroad to lat. 38°22'00" N, long. 75°36'00" W; southeasterly following Maryland State Highway No. 12 to the western edge of Amber Civil Airway No. 9 (approx. lat. 38°18'15" N, long. 75°32'00" W); southwesterly following the western edge of Amber Civil Airway No. 9 to lat. 37°45'00" N, long. 75°56'30" W; W to the eastern edge of Blue Civil Airway No. 56 (approx. lat. 37°45'00" N, long. 76°30'00" W); northwesterly following the eastern boundary of Blue Civil Airway No. 56 to the point of intersection with the western boundary of Red Civil Airway No. 77; northeasterly following the western boundary of Red Civil Airway No. 77 to the south boundary of Red Civil Airway No. 20; southeasterly along southern boundary of Red Civil Airway No. 20 to the eastern boundary of Red Civil Airway No. 77; northeasterly following the eastern boundary of Red Civil Airway No. 77 to lat. 38°30'00" N, long. 76°03'30" W; due E to lat. 38°30'00" N, long. 75°34'30" W, point of beginning. (2) Beginning at lat. 38°12'20" N, long. 75°36'10" N; SW along west boundary of Blue Civil Airway No. 56 to lat. 38°04'50" N, long. 75°41'50" W; NW to lat. 38°20'50" N, long. 76°13'40" W; NE along the east boundary of Red Civil Airway No. 77 to lat. 38°27'15" N, long. 76°06'10" W; SE to lat. 38°12'20" N, long. 75°36'10" W, point of beginning. (3) Beginning at lat. 38°18'26" N, long. 76°14'30" W; SE to lat. 38°13'00" N, long. 76°11'20" W; E to lat. 76°00'00" N; S to lat. 38°08'00" N; W to long. 76°08'00" W; SE to lat. 37°55'15" N, long. 76°02'30" W; SW to lat. 37°52'45" N, long. 76°11'03" W; NW to lat. 38°02'20" N, long. 76°17'24" W; N to lat. 38°07'41" N, long. 76°17'25" W; NW to the east boundary of Red Civil Airway No. 77 (approx. lat. 38°14'30" N, long. 76°20'45" W); NE along southern boundary of Red Civil Airway No. 77, to lat. 38°18'10" N, long. 76°16'10" W; E to lat. 38°18'26" N, long. 76°14'30" W, point of beginning. (4) Circle with radius of 5 nautical miles centered at lat. 37°47'54" N, long. 76°03'48" W.	3,500 feet to unlimited except portion in Red Civil Airway No. 77 which is surface to 5,000 feet.	Continuous.....	Patuxent Naval Air Station, Md.
Sharps Island (Washington Chart).	Circle with radius of 3/4 miles centered at lat. 38°37'16" N, long. 76°21'56" W.	Surface to unlimited.....	do.....	Patuxent Naval Air Station, Md.
Sinepuxent Bay (Washington Chart).	Circle with radius of 3 miles centered at lat. 38°12'42" N, long. 75°09'00" W.	do.....	do.....	Do.
		Surface to 20,000 feet.....	Daylight hours only.....	NATC, Patuxent River, Md.
		Surface to 10,000 feet.....	do.....	CinC Lant. Flt, Norfolk, Va.

## MASSACHUSETTS

Camp Edwards (Boston Chart).	(1) Circle with radius of 3 miles centered at lat. 41°43'30" N, long. 70°32'30" W. (2) Beginning at lat. 41°39'00" N, long. 70°35'00" W; NE to lat. 41°41'00" N, long. 70°33'45" W; clockwise following the perimeter of the already designated Camp Edwards Danger Area to lat. 41°42'10" N, long. 70°35'30" W; SW to lat. 41°39'30" N, long. 70°36'30" W; SE to lat. 41°39'00" N, long. 70°35'00" W, point of beginning.	Unlimited.....	Daylight hours only.....	Dept. of Army, Camp Edwards, Mass.
Cotuit (Boston Chart).....	A circular area with a radius of 2 miles centered at lat. 41°30'42" N, long. 70°22'24" W.	do.....	Continuous.....	Do.
Cuttyhunk (Boston Chart).	Straight lines connecting the following points: lat. 41°25'45" N, long. 70°58'21" W; lat. 41°23'54" N, long. 71°01'08" W; lat. 41°21'45" N, long. 70°58'29" W; lat. 41°23'38" N, long. 70°55'44" W.	Surface to 20,000 feet.....	Daylight hours & VFR conditions only.	ComNab, 1st Naval District, Boston, Mass.
Long Pond (Boston Chart).	Circle with radius of 2 miles centered at lat. 41°46'15" N, long. 70°51'18" W.	do.....	Continuous Nov. 10 to Apr. 30, annually.	Do.
		do.....	Daylight hours only, Monday through Friday.	Do.



## MASSACHUSETTS—Continued

Name and location (chart)	Description by geographical coordinates	Designated altitudes	Time of designation	Using agency
Monomy Point (Boston Chart).	Circle with radius of 2 miles centered at lat. 41°36'00" N, long. 69°59'00" W.	Surface to 20,000 feet....	Daylight hours only....	ComFair Quo, 1st Naval District, Boston, Mass.
Nashawena (Boston Chart).	A circular area with a radius of 1½ nautical miles centered at lat. 41°27'06" N, long. 70°54'10" W.	.....do.....	Daylight hours only, Monday through Friday.	Do.
No Man's Land Island (Boston Chart).	A circular danger area having a radius of 3 miles and centered at lat. 41°15'30" N, long. 70°48'40" W.	Unlimited.....	Continuous.....	Do.
North Eastham (Boston Chart).	Circle with a radius of 2 miles centered at lat. 41°51'00" N, long. 70°03'00" W.	Surface to 20,000 feet....	Daylight hours only....	ComNab, 1st Naval District, Boston, Mass.
Quabbin Reservoir (Albany Chart).	Triangular area with the following coordinates: long. 72°19'00" W, lat. 42°31'00" N; long. 72°15'30" W, lat. 42°30'30" N; long. 72°19'00" W, lat. 42°28'30" N.	.....do.....	Daylight hours VFR conditions only.	ComNab, 1st Naval District, Boston, Mass. (minimum ceiling 8,000 feet, visibility 5 miles).
Wellfleet (Boston Chart).	The area within the sector of a circle with radius of 20,000 yards entered at lat. 41°56'00" N, long. 69°58'30" W, extending clockwise from a bearing of 345° true to a bearing 145° true and away from the center of the circle.	Unlimited.....	Continuous June 1 to Sept. 30 annually.	Hqs, 1st Army Area, Governors Island, N. Y.
Westport Point (Boston Chart).	A circular area with radius of 1½ nautical miles centered at lat. 41°28'12" N, long. 71°01'42" W.	Surface to 20,000 feet....	Continuous.....	ComNab, 1st Naval District, Boston, Mass.
Woods Hole (Boston Chart).	Circle with radius of 2 miles centered at lat. 41°31'00" N, long. 70°44'06" W.	.....do.....	Daylight hours only Monday through Friday.	Do.

## MINNESOTA

Grand Marais (Duluth Chart).	Beginning at lat. 47°37'45" N, long. 90°30'05" W; SE to lat. 47°30'50" N, long. 90°21'30" W; SW to lat. 47°10'17" N, long. 90°58'20" W; NW to lat. 47°17'35" N, long. 91°07'10" W; NE to lat. 47°37'45" N, long. 90°30'05" W, point of beginning.	Unlimited.....	Daylight hours only....	Organized Naval Air Reserve Squadrons, Naval Air Station (Wold Chamberlain Field), Minneapolis, Minn.
Upper Red Lake (Lake of Woods Chart).	N boundary: lat. 48°30'00" N; S boundary: lat. 48°08'00" N; E boundary: long. 94°35'00" W; W boundary: long. 95°10'00" W.	.....do.....	.....do.....	Naval Air Station (Wold Chamberlain Field), Minneapolis, Minn.

## MISSOURI

Fort Leonard Wood (Tulsa Chart).	Beginning at lat. 37°48'15" N, long. 92°02'00" W; S to lat. 37°43'00" N; to lat. 37°42'00" N, long. 92°06'00" W; S to lat. 37°38'30" N; to lat. 37°36'30" N, long. 92°11'00" W; to lat. 37°36'15" N, long. 92°15'30" W; N to lat. 37°40'30" N, to lat. 37°42'00" N, long. 92°14'30" W; to lat. 37°48'15" N, long. 92°04'00" W; to lat. 37°48'15" N, long. 92°02'00" W, point of beginning.	Surface to 10,000 feet....	Daylight hours only....	Naval Air Station, Lambert Field, St. Louis, Mo.
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## NEVADA

Fallon (Reno Chart).	(1) Beginning at lat. 39°46'00" N, long. 118°44'00" W; to lat. 39°56'30" N, long. 118°12'00" W; to lat. 39°38'00" N, long. 118°22'40" W; W to long. 118°44'00" W; to lat. 39°46'00" N, long. 118°44'00" W, point of beginning. (2) Target No. 17: A circular area having a radius of 5 miles centered at lat. 39°15'00" N, long. 118°49'00" W. (3) Target No. 18: A circular area having a radius of 5 miles centered at lat. 39°20'00" N, long. 118°49'00" W. (4) Target No. 19: A circular area having a radius of 5 miles centered at lat. 39°09'00" N, long. 118°36'45" W.	Surface to 30,000 feet....	Continuous.....	12th Naval District, San Diego, Calif.
Tonopah (Mount Whitney Chart).	Beginning at lat. 37°55'00" N, long. 115°36'00" W; W to lat. 117°01'00" W; to lat. 37°28'00" N, long. 117°03'00" W; to lat. 36°40'00" N, long. 116°27'00" W; to lat. 36°33'00" N, long. 115°41'00" W; to lat. 36°41'00" N, long. 115°15'00" W; N to lat. 37°17'00" N; to lat. 37°28'00" N, long. 115°36'00" W; to lat. 37°55'00" N, long. 115°36'00" W, point of beginning.	Surface to 30,000 feet....	Daylight hours only during VFR conditions.	Las Vegas Air Force Base, Nev.

## NEW HAMPSHIRE

Isles of Shoals (Boston Chart).	Straight lines connecting the following: lat. 42°59'54" N, long. 70°38'21" W; lat. 43°02'21" N, long. 70°37'14" W; lat. 43°01'30" N, long. 70°33'49" W; lat. 42°59'03" N, long. 70°35'00" W.	Surface to 20,000 feet....	Daylight hours only....	Squantum Naval Air Station, Mass.
New Boston (Boston Chart).	N boundary: lat. 42°57'15" N; S boundary: lat. 42°55'00" N; E boundary: long. 71°36'30" W; W boundary: 71°39'30" W.	.....do.....	.....do.....	1st Naval District Boston, Mass.

## NEW JERSEY

Fort Dix (New York and Washington Charts).	Beginning at lat. 40°02'45" N, long. 74°25'50" W; to lat. 39°56'45" N, long. 74°24'00" W; along a railroad to lat. 39°56'00" N, long. 74°26'00" W; to lat. 39°57'20" N, long. 74°27'40" W; along a road to lat. 39°57'20" N, long. 74°33'30" W; N to lat. 40°02'45" N; E to lat. 40°02'45" N, long. 74°25'50" W, point of beginning.	Unlimited.....	Continuous.....	U. S. Army, Fort Dix, N. J.
New Gretna (Washington Chart).	Circle with radius of 3 nautical miles centered at lat. 39°34'30" N, long. 74°24'30" W.	Surface to 10,000 feet....	Daylight hours only....	4th Naval District, Philadelphia, Pa.
Oceanville (Washington Chart).	Circle with radius of 3 miles centered at lat. 39°26'48" N, long. 74°24'00" W.	Surface to 20,000 feet....	.....do.....	Do.

## NEW MEXICO

Deming (Roswell Chart).	Straight lines connecting the following: lat. 32°23'35" N, long. 107°04'00" W; lat. 32°23'35" N, long. 107°08'10" W; lat. 32°20'15" N, long. 107°08'10" W; lat. 32°20'15" N, long. 107°04'00" W.	800 to 25,000'.....	0700 to 1800 Monday through Friday.	Biggs Air Force Base, El Paso, Tex.
White Sands Proving Grounds (Alamogordo) (Roswell Chart).	Beginning at lat. 32°00'00" N, long. 106°34'00" W; N to lat. 32°29'00" N, long. 106°34'00" W; NW to lat. 32°50'00" N, long. 106°49'00" W; N to lat. 33°50'15" N, long. 106°46'00" W; E to lat. 33°50'15" N, long. 106°03'50" W; S to lat. 32°55'00" N, long. 106°03'50" W; W to lat. 32°55'00" N, long. 106°06'00" W; S to lat. 32°22'00" N, long. 106°06'00" W; SW to lat. 32°00'00" N, long. 106°19'30" W; W to lat. 32°00'00" N, long. 106°34'00" W, point of beginning.	Unlimited.....	Continuous.....	Holloman Air Force Base, Alamogordo, N. Mex.



## NEW YORK

Name and location (chart)	Description by geographical coordinates	Designated altitudes	Time of designation	Using agency
Pine Camp (Burlington and Albany Charts).	Beginning at lat. 44°15'00" N, long. 75°31'30" W; to lat. 44°11'15" N, long. 75°25'00" W; to lat. 44°00'30" N, long. 75°35'30" W; to lat. 44°02'15" N, long. 75°50'15" W, to point of beginning.	Unlimited.....	Continuous.....	Hq., 1st Army, Gouvernor's Island, N. Y.
West Point (U. S. Military Academy) (New York Chart).	Beginning at lat. 41°19'40" N, long. 74°03'33" W; to a distance of approx. 2.84 miles on a bearing of 90° true to lat. 41°19'40" N, long. 74°00'26" W; to a distance of approx. 1.12 miles on a bearing of 0° true to lat. 41°20'40" N, long. 74°00'26" W; to a distance of approx. 1.12 miles on a bearing of 90° true to lat. 41°20'40" N, long. 73°58'58" W; to a distance of approx. 2.3 miles on a bearing of 0° true to lat. 41°22'40" N, long. 73°58'58" W, which point is on the W edge of U. S. Highway No. 9W; in a northwesterly direction along the west side of U. S. Highway No. 9W, to lat. 41°23'08" N, long. 73°59'42" W; to a distance of approx. .35 miles on a bearing of 270° true to lat. 41°23'08" N, long. 74°00'00" W, which point is on the east edge of New York State Highway No. 293, thence in a southwesterly direction along the east side of New York State Highway No. 293 to lat. 41°20'40" N, long. 74°03'33" W; to a distance of approx. 1.17 miles on a bearing of 180° true to the point of beginning.	Surface to 4,000 feet....	Daylight hours only, Mar. 1 through Nov. 1 annually.	U. S. Military Academy, West Point, N. Y.

## NORTH CAROLINA

Albemarle Sound (Norfolk Chart).	(1) Circle with 3 mile radius centered at lat. 36°01'00" N, long. 76°27'00" W. (2) Circle with 3 mile radius centered at lat. 36°03'30" N, long. 76°23'30" W. (3) Circle with 3 mile radius centered at lat. 36°03'30" N, long. 76°20'00" W. (4) Circle with 3 mile radius centered at lat. 36°06'46" N, long. 76°08'35" W. (5) Circle with 3 mile radius centered at lat. 36°07'55" N, long. 76°03'40" W. (6) Circle with 3 mile radius centered at lat. 35°58'44" N, long. 76°21'34" W. (7) Circle with 3 mile radius centered at lat. 35°59'16" N, long. 76°15'58" W. (8) Circle with 3 mile radius centered at lat. 36°00'05" N, long. 76°10'54" W. (9) Circle with 3 mile radius centered at lat. 36°00'33" N, long. 76°05'58" W.	Surface to 20,000 feet.... do..... do..... do..... do..... do..... do..... do..... do.....	Daylight hours only.... do..... do..... do..... do..... do..... do..... do..... do.....	CinC Lant Flt, Norfolk, Va. Do. Do. Do. Do. Do. Do. Do. Do.
Bogue Sound (Norfolk Chart).	(1) Circle with 3 mile radius centered at lat. 34°41'00" N, long. 76°57'00" W.	Surface to 10,000 feet....	do.....	Marine Corps Air Station, Cherry Point, N. C.
Bogue Sound (Norfolk Chart).	(2) Circle with 3 mile radius centered at lat. 34°42'00" N, long. 77°01'00" W.	do.....	do.....	Do.
Camp Le Jeune (Norfolk Chart).	Beginning at a point 3 nautical miles from the U. S. Shoreline at lat. 34°38'40" N, long. 76°44'00" W; southwesterly 3 nautical miles from and paralleling the Shoreline to the northeastern boundary of the Control Area via the SE course of Wilmington, N. C. radio range, at approximate lat. 34°15'45" N, long. 77°39'20" W; northwest to lat. 34°19'00" N, long. 77°43'30" W; to lat. 34°37'00" N, long. 77°29'00" W; to lat. 34°42'00" N, long. 77°23'40" W; due east to long. 76°46'00" W; SSE to a point 3 nautical miles from the U. S. Shoreline at lat. 34°38'40" N, long. 76°44'00" W, point of beginning.	Unlimited.....	Continuous.....	Navy Department, Camp Le Jeune, N. C., Cherry Point, N. C., Camp Davis, N. C.
Cherry Point (Norfolk Chart) (Area I).	Beginning at a point three nautical miles from the U. S. Shoreline at approximate lat. 35°06'00" N, long. 75°50'40" W; southwesterly 3 nautical miles from and parallel to the Shoreline to approximate lat. 34°54'30" N, long. 76°08'45" W; due W to a point on the Shoreline at long. 76°18'30" W; along the shoreline to lat. 34°42'30" N, long. 76°57'30" W; to lat. 34°42'00" N, long. 76°57'45" W; due west to long. 77°23'40" W; southwest to lat. 33°21'30" N, long. 77°41'40" W; clockwise along the arc of a circle with a radius of 60 miles centered at lat. 34°54'30" N, long. 76°53'00" W; to lat. 35°06'00" N, long. 75°50'40" W, point of beginning.	10,000 to 18,000 feet....	Sunset to sunrise daily..	Marine Corps Air Station, Cherry Point, N. C.
Cherry Point (Area II) (Norfolk Chart).	Beginning at a point 3 nautical miles from the U. S. Shoreline at lat. 34°54'30" N, long. 76°08'45" W; southwesterly and westerly 3 nautical miles from and parallel to the Shoreline to approximate lat. 34°38'40" N, long. 76°44'00" W; north-northwest to a point on the Shoreline at lat. 34°42'00" N, long. 76°46'00" W; west to long. 76°57'45" W; to lat. 34°42'30" N, long. 76°57'30" W; along the Shoreline to lat. 34°54'30" N, long. 76°18'30" W; to lat. 34°54'30" N, long. 76°08'45" W, point of beginning.	Surface to 18,000 feet....	do.....	Do.
Core Sound (Norfolk Chart).	Circle with radius of 3 miles centered at lat. 34°53'20" N, long. 76°21'20" W.	Surface to 10,000 feet....	Daylight hours only....	Do.
Currituck Sound (Norfolk Chart).	(1) Circle with 3 mile radius centered at lat. 36°31'00" N, long. 76°01'40" W. (2) Circle with 3 mile radius centered at lat. 36°27'16" N, long. 76°56'30" W. (3) Circle with 3 mile radius centered at lat. 36°25'24" N, long. 75°50'09" W. (4) Circle with 3 mile radius centered at lat. 36°10'28" N, long. 75°45'04" W. (5) Circle with 3 nautical mile radius centered at lat. 36°12'15" N, long. 75°45'57" W.	Surface to 20,000 feet.... do..... Surface to 10,000 feet.... do..... do.....	do..... do..... do..... do..... do.....	CinC Lant Flt, Norfolk, Va. Do. Do. Do. Do.
Fort Bragg (Charlotte Chart).	Beginning at lat. 35°10'46" N, long. 79°01'56" W; southerly to lat. 35°08'47" N, long. 79°02'00" W; southerly to lat. 35°07'00" N, long. 79°02'30" W; due S to lat. 35°03'00" N, due W to long. 79°15'00" W; northwest to lat. 35°06'49.5" N, long. 79°24'00" W; north northeast to lat. 35°09'00" N, long. 79°23'10.5" W; north-easterly along Little River to lat. 35°10'46" N, long. 79°01'56" W, point of beginning.	Surface to 40,000 feet....	Continuous.....	Naval Air Station, Norfolk, Va. U. S. Army, Fort Bragg, N. C.
Hog Island (Norfolk Chart).	A radius of 3 miles centered at lat. 34°59'00" N, long. 76°16'00" W.	Surface to 10,000 feet....	Daylight hours only....	Marine Corps Air Station, Cherry Point, N. C.
Kitty Hawk (Norfolk Chart).	Circle with radius of 3 miles centered at lat. 36°02'42" N, long. 75°48'21" W.	Surface to 20,000 feet....	do.....	CinC Lant Flt, Norfolk, Va.
North Carolina Coastal (Norfolk Chart).	Beginning at the Shoreline at lat. 36°00'00" N, long. 75°39'00" W; east to long. 75°34'10" W, in a southerly direction 3 nautical miles east of and parallel to the Shoreline to lat. 35°15'30" N, long. 75°20'40" W; west to long. 75°30'50" W; in northerly direction along the Shoreline to lat. 36°00'00" N, long. 75°39'00" W, point of beginning.	Unlimited.....	Continuous.....	Do.
Virginia Capes (North Carolina Coastal Area) (Norfolk Chart).	Beginning on the North Carolina Shoreline at lat. 36°33'10" N, long. 75°52'00" W; east to long. 75°48'00" W; in a southeasterly direction 3 nautical miles of and parallel to the shoreline to lat. 36°00'00" N, long. 75°34'10" W; west to long. 75°39'00" W; in a northwesterly direction along the shoreline to lat. 36°33'10" N, long. 75°52'00" W, point of beginning.	do.....	do.....	Do.



## NORTH CAROLINA—Continued

Name and location (chart)	Description by geographical coordinates	Designated altitudes	Time of designation	Using agency
Wanchese (Norfolk Chart)	Circle with radius of 3 miles centered at lat. 35°51'44" N, long. 75°34'47" W.	Surface to 20,000 feet....	Daylight hours only....	CinC Lant Flt, Norfolk, Va.

## OHIO

Lacarne (Lake Erie) (Cleveland Chart).	Beginning at lat. 41°49'00" N, long. 83°05'50" W; southeast to lat. 41°41'20" N, long. 82°58'30" W; southwest to lat. 41°33'40" N, long. 83°01'30" W; northwest to lat. 41°33'50" N, long. 83°03'00" W; northwest to lat. 41°46'45" N, long. 83°11'20" W; southeast to lat. 41°49'00" N, long. 83°05'50" W, point of beginning.	Surface to 65,000 feet....	Daylight hours only....	Erie Ordnance Depot, Lacarne, Ohio.
Sandusky (Wright Field) (Cleveland Chart).	Beginning at lat. 41°50'00" N, long. 83°06'45" W; southeast to lat. 41°36'15" N, long. 82°53'30" W; southwest to lat. 41°33'25" N, long. 82°58'00" W; northwest to lat. 41°33'45" N, long. 83°02'30" W; northwest to lat. 41°39'30" N, long. 83°15'15" W; northwest to lat. 41°45'30" N, long. 83°19'45" W; northeast to lat. 41°50'00" N, long. 83°06'45" W, point of beginning.	.....do.....	.....do.....	Joint use by Armament Laboratory and Flight Test Division Wright and Patterson Fields, Ohio, and Naval Air Station, Grosse Ile, Mich.
Wilmington (Huntington Chart).	Beginning at lat. 39°41'00" N, long. 83°01'30" W; S to lat. 38°48'40" N, long. 83°02'30" W; NW to lat. 39°11'20" N, long. 84°00'00" W; N to lat. 39°42'10" N; E to lat. 39°41'00" N, long. 83°01'30" W, point of beginning.	Unlimited.....	Continuous.....	Air Force All Weather Flying Center, Clinton County Air Force Base, Wilmington, Ohio.

## OKLAHOMA

Fort Sill (Oklahoma City Chart).	Beginning at lat. 34°47'00" N, long. 98°17'00" W; S to lat. 34°38'00" N; W to long. 98°22'00" W; N to lat. 34°43'00" N; to lat. 34°44'00" N, long. 98°21'00" W; N to lat. 34°47'00" N; E to lat. 34°47'00" N, long. 98°17'00" W, point of beginning.	Surface to 45,000 feet....	Continuous.....	Fort Sill Artillery School, Fort Sill, Okla.
Lawton (Oklahoma City Chart).	Beginning at lat. 34°43'00" N, long. 98°24'00" W; S to lat. 34°38'00" N; W to long. 98°36'00" W; N to lat. 34°39'00" N; W to long. 98°40'00" W; N to lat. 34°47'00" N; E to long. 98°38'00" W; S to lat. 34°44'00" N; E to long. 98°36'00" W; S to lat. 34°43'00" N; E to lat. 34°43'00" N, long. 98°24'00" W, point of beginning.	.....do.....	.....do.....	Do.

## PENNSYLVANIA

Indiantown Gap (New York Chart).	Straight lines connecting the following: lat. 40°23'30" N, long. 76°45'00" W; lat. 40°25'10" N, long. 76°45'00" W; lat. 40°29'00" N, long. 76°36'00" W; lat. 40°26'00" N, long. 76°32'00" W.	Surface to 18,000 feet....	Continuous.....	Hq., 2nd Army, Fort Meade, Md.
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## RHODE ISLAND

Cormorant Rock (Boston Chart).	Circle with radius of 2 nautical miles centered at lat. 41°27'42" N, long. 71°14'54" W.	Surface to 20,000 feet....	Daylight hours only Monday through Friday.	Comdr. NAB 1st Naval District, Boston, Mass.
Jamestown (Boston Chart).	Circular area with a radius of 1½ nautical miles centered at lat. 41°30'12" N, long. 71°24'00" W.	Surface to 10,000 feet....	Daylight hours VFR only.	Naval Air Station, Quonset Point, R. I.
Warwick (Boston Chart)....	Circle with radius of 1½ nautical miles centered at lat. 41°41'00" N, long. 71°19'30" W.	Surface to 20,000 feet....	Daylight hours only Monday through Friday.	Comdr. NAB 1st Naval District, Boston, Mass.

## SOUTH CAROLINA

Fort Jackson. (Charlotte and Savannah Charts).	Beginning at lat. 34°03'51" N, long. 80°42'12" W; southerly to lat. 34°01'40" N, long. 80°42'15" W; westerly to lat. 34°01'20" N, long. 80°54'50" W; NW to lat. 34°02'21" N, long. 80°56'02" W; NE to lat. 34°04'45" N, long. 80°53'02" W; NE to lat. 34°06'19" N, long. 80°48'47" W; easterly to lat. 34°05'58" N, long. 80°46'05" W; SE to lat. 34°03'51" N, long. 80°42'12" W, point of beginning.	Surface to 30,000 feet....	0700 to 1800 daily.....	Commanding Officer, Fort Jackson, S. C.
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## SOUTH DAKOTA

Newell (Rapid City Chart).	N boundary: lat. 44°44'30" N, E boundary: long. 102°59'00" W. S boundary: lat. 44°40'45" N, W boundary: long. 103°04'25" W.	Unlimited.....	Continuous.....	Rapid City Air Force Base, Rapid City, S. Dak.
Scenic (Caspar Chart).....	N boundary: lat. 43°41'00" N, E boundary: long. 102°01'00" W. S boundary: lat. 43°30'00" N, W boundary: long. 102°50'00" W.	Surface to 14,000 feet....	.....do.....	Kearney AFB, Nebr., and Rapid City AFB, N. Dak.

## TEXAS

Corpus Christi (Corpus Christi and San Antonio Charts).	Beginning at lat. 27°49'20" N, long. 97°00'00" W; southerly 3 miles offshore to lat. 26°45'00" N, long. 97°17'00" W; W to long. 97°36'00" W; NW to lat. 27°20'00" N, long. 97°48'00" W; N to lat. 27°26'30" N; NE to lat. 27°47'00" N, long. 97°20'00" W; to lat. 27°50'00" N, long. 97°07'00" W; E to lat. 27°48'20" N, long. 97°00'00" W, point of beginning.	Unlimited.....	Continuous.....	Naval Air Station, Corpus Christi, Tex.
Five points (Dallas Chart)....	A circular area with a radius of 3 miles centered at lat. 32°37'10" N, long. 97°08'00" W.	.....do.....	Daylight hours only.....	Naval Air Station, Dallas, Tex.
Matagorda Island (San Antonio Chart).	Beginning at Matagorda Island at lat. 28°20'00" N, long. 96°25'20" W; to lat. 28°12'40" N, long. 96°20'00" W; to lat. 27°58'00" N, long. 96°44'00" W; to lat. 28°05'00" N, long. 96°50'00" W; northeasterly along outer shoreline of Matagorda Island to lat. 28°20'00" N, long. 96°25'20" W, point of beginning, excluding the portion which lies beyond the 3 nautical mile limit of the shoreline.	.....do.....	.....do.....	Randolph Air Force Base, San Antonio
Midland (El Paso and Roswell Charts)	Target #14: An area 3 miles square centered at lat. 31°43'42" N, long. 102°12'11" W. Target #21: An area 3 miles square centered at lat. 31°30'12" N, long. 102°02'11" W.	.....do.....	.....do.....	Roswell Air Force Field, Roswell, N. Mex.



## RULES AND REGULATIONS

## UTAH

Name and location (chart)	Description by geographical coordinates	Designated altitudes	Time of designation	Using agency
Carrington Island (Salt Lake City Chart). Wendover (Salt Lake City, Grand Junction, and Elko Charts).	A circular area with a radius of 3 miles centered at lat. 41°00'30" N, long. 112°34'30" W. Area I: Beginning at lat. 41°11'30" N, long. 113°56'00" W; to lat. 40°47'00" N, long. 113°52'00" W; W to long. 114°03'00" W; N to lat. 41°11'30" N; to lat. 41°11'30" N, long. 113°56'00" W, point of beginning. Area II: Beginning at lat. 41°11'30" N, long. 112°56'30" W; S to lat. 40°49'15" N, to lat. 40°47'30" N, long. 113°40'00" W; to lat. 41°11'30" N, long. 113°43'30" W; to lat. 41°11'30" N, long. 112°56'30" W, point of beginning. Southern Area: Beginning at lat. 40°40'30" N, long. 113°00'00" W; S to lat. 40°20'00" N; E to long. 112°40'00" W; S to lat. 39°45'00" N; W to long. 112°48'00" W; to lat. 39°02'00" N, long. 112°48'00" W; SW along west boundary of Amber Civil Airway No. 2 to lat. 38°34'00" N, long. 113°02'30" W; thence counterclockwise around the arc of a circle with a radius of 10 miles centered at lat. 38°25'30" N, long. 113°01'00" W; to lat. 38°27'00" N, long. 113°12'00" W; northwesterly along Highway No. 21 to lat. 38°35'00" N, long. 113°48'00" W; N to lat. 40°00'00" N; W to long. 114°00'00" W; N to lat. 40°20'00" N; W to long. 114°08'00" W; N to lat. 40°26'00" N; E to long. 114°00'00" W; to lat. 40°38'30" N, long. 114°00'00" W; to lat. 40°40'30" N, long. 113°00'00" W, point of beginning.	Surface to 40,000 feet.... .....do..... .....do..... .....do.....	Continuous..... .....do..... .....do..... .....do.....	15th Air Force, Wendover, Utah. Wendover Air Force Base, Wendover, Utah. Do. Do.

## VERMONT

Underhill (Burlington Chart).	Beginning at lat. 44°30'15" N, long. 72°51'30" W; to lat. 44°27'00" N, long. 72°50'00" W; to lat. 44°27'30" N, long. 72°53'15" W; to lat. 44°28'30" N, long. 72°56'50" W; to lat. 44°30'00" N, long. 72°56'30" W; to lat. 44°30'15" N, long. 72°51'30" W, point of beginning.	Surface to 10,000 feet....	Continuous June 1 through Sept. 30 annually.	Hq., 1st Air Force, Fort Slocum, N. Y.
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## VIRGINIA

Camp A. P. Hill (Washington Chart).	Beginning at lat. 38°07'30" N, long. 77°07'00" W; SSW to lat. 38°02'50" N, long. 77°08'00" W; westerly following the county road to lat. 38°00'25" N, long. 77°16'30" W; NW to lat. 38°02'45" N, long. 77°20'20" W; NE to lat. 38°10'30" N, long. 77°16'20" W; thence southeasterly along U. S. Highway No. 17 to lat. 38°07'30" N, long. 77°07'00" W, point of beginning.	Surface to 22,000 feet....	Continuous.....	Camp A. P. Hill Military Reservation, Va.
Camp Pickett (Norfolk Chart).	Beginning at lat. 37°04'30" N, long. 77°54'00" W; along Highway No. 40 to lat. 37°03'30" N, long. 77°50'00" W; due S to lat. 37°01'00" N, long. 77°50'00" W; along Amber Civil Airway No. 7 to lat. 36°59'30" N, long. 77°51'30" W; W along a creek to lat. 36°59'00" N, long. 77°55'30" W; due N to lat. 37°02'15" N, long. 77°55'30" W; thence counterclockwise around Blackstone AAF Control Zone to point of beginning.	.....do.....	.....do.....	Joint use: CinC Lant Flt, Norfolk, Va., and Hq., 2d Army, Fort Meade, Md.
Chincoteague Inlet (Washington and Norfolk Charts).	Beginning at lat. 37°56'45" N, long. 75°27'30" W; SE to a point 3 nautical miles from the shoreline at lat. 37°51'20" N, long. 75°16'45" W; thence southerly 3 nautical miles from and parallel to the shoreline at an approximate lat. 37°35'00" N, long. 75°32'30" W; due W to long. 75°37'00" W; to lat. 37°45'00" N, long. 75°32'30" W; due N to lat. 37°51'00" N; to lat. 37°56'45" N, long. 75°27'30" W, point of beginning.	Unlimited.....	.....do.....	Naval Aviation Ordnance Test Station, Chincoteague, Va.
Dahlgren (Washington Chart).	(1) Beginning at lat. 38°07'00" N, long. 76°24'30" W; to lat. 37°53'10" N, long. 76°14'00" W; thence along the south shore of the Potomac River to lat. 37°59'20" N, long. 76°26'30" W; to lat. 38°05'00" N, long. 76°33'30" W; to lat. 38°08'00" N, long. 76°33'40" W; to lat. 38°07'00" N, long. 76°28'30" W; to lat. 38°07'00" N, long. 76°24'30" W, point of beginning. (2) Beginning at lat. 38°28'20" N, long. 76°57'00" W; to lat. 38°18'00" N, long. 76°54'00" W; to the western boundary of Blue Civil Airway No. 56 (Norfolk to Washington) at approximate lat. 38°14'30" N, long. 76°42'40" W; thence southerly along western boundary of said airway to its intersection with the northwestern boundary of Red Civil Airway No. 77 (Richmond to Millville) at approximate lat. 38°12'00" N, long. 76°41'20" W; SW along said airway to lat. 38°09'50" N, long. 76°44'30" W; to lat. 38°10'00" N, long. 76°46'00" W; thence along south shore of Potomac River to lat. 38°16'10" N, long. 76°59'00" W; to lat. 38°13'10" N, long. 77°07'00" W; to lat. 38°22'30" N, long. 77°10'10" W; to lat. 38°26'30" N, long. 77°08'10" W; to lat. 38°28'20" N, long. 76°57'00" W, point of beginning.	Surface to 5,000 feet beneath portion on Red Civil Airway No. 77. Other portion unlimited.	.....do.....	Naval Proving Grounds, Dahlgren, Va.
Pendleton (Norfolk Chart).	Beginning at lat. 36°46'48" N, long. 75°57'24" W; thence northeasterly along a line bearing 30° true to its intersection with a line paralleling the U. S. Coast line at a distance of 3 nautical miles at approximate lat. 36°51'100" N, long. 75°54'30" W; thence southerly along the line paralleling the coast line to its intersection with a line bearing 150° true from the point of origin, at approximate lat. 36°34'00" N, long. 75°48'10" W; thence northwesterly to lat. 36°46'48" N, long. 75°57'24" W, point of beginning.	.....do.....	.....do.....	CinC Lant Flt, Norfolk, Va.
Quantico (Washington Chart).	Beginning at lat. 38°33'00" N, long. 77°20'00" W; SW to lat. 38°29'00" N, long. 77°28'45" W; NW along State Highway No. 213 to lat. 38°31'30" N, long. 77°33'20" W; N to lat. 38°32'40" N, long. 77°33'20" W; NE to lat. 38°38'20" N, long. 77°30'00" W; E to long. 77°26'30" W; SE along the Quantico-Manassas Highway to lat. 38°33'00" N, long. 77°20'00" W, point of beginning.	Surface to 10,000 feet....	Daylight hours only Monday through Saturday.	Marine Corps Air Station, Quantico, Va.

## WASHINGTON

Moses Lake (Spokane Chart).	Beginning at lat. 47°04'50" N, long. 119°22'00" W; W to lat. 47°04'50" N, long. 119°51'20" W; SW to lat. 47°02'20" N, long. 119°55'00" W; S to lat. 46°49'40" N, long. 119°55'00" W; E to lat. 46°49'40" N, long. 119°22'00" W; N to lat. 47°04'50" N, long. 119°22'00" W, point of beginning.	Unlimited.....	Daylight hours only VFR conditions.	Ogden Air Materiel Area, Hill Field, Ogden, Utah.
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## WISCONSIN

Camp McCoy (Dubuque and Twin Cities Charts).	Beginning at lat. 44°10'00" N, long. 90°46'00" W; E to long. 90°35'00" W; S to lat. 43°54'00" N; W to long. 90°46'00" W; N to lat. 44°10'00" N, long. 90°46'00" W, point of beginning.	Surface to 20,000 feet....	Continuous.....	Department of Army, Camp McCoy, Wis.
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## ALASKA

Name and location (chart)	Description by geographical coordinates	Designated altitudes	Time of designation	Using agency
Adak Island (Aleutian Islands) (Adak Chart).	(1) Beginning at lat. 51°44'10" N, long. 176°23'50" W; S to lat. 51°39'00" N; to lat. 51°31'00" N, long. 176°56'00" W; N to lat. 51°35'30" N; to lat. 51°44'10" N, long. 176°23'50" W, point of beginning. (Center of area: lat. 51°37'00" N, long. 176°40'00" W).	Unlimited.....	Continuous.....	Hq., 17th Naval District, Kodiak, Alaska.
	(2) Beginning at lat. 51°44'30" N, long. 176°01'40" W; S to lat. 50°54'30" N; W to long. 176°17'40" W; N to lat. 51°44'30" N; E to lat. 51°44'30" N, long. 176°01'40" W, point of beginning. (Center of area: lat. 51°24'30" N, long. 176°10'00" W).	do.....	do.....	Do.
	(3) A circular area having a radius of 3 miles centered at lat. 51°58'45" N, long. 175°32'40" W.	do.....	do.....	Do.
	(4) A circular area having a radius of 3 miles centered at lat. 52°02'45" N, long. 175°54'15" W.	do.....	do.....	Do.
	(5) Beginning at lat. 52°01'30" N, long. 176°15'30" W; to lat. 51°58'30" N, long. 176°10'00" W; to lat. 51°52'45" N, long. 176°17'30" W; to lat. 51°55'30" N, long. 176°23'15" W; to lat. 52°01'30" N, long. 176°15'30" W, point of beginning. (Center of area: lat. 51°56'30" N, long. 176°16'30" W).	do.....	do.....	Do.
Attu Island (Aleutian Islands) (Near Islands Chart).	(1) Beginning at lat. 53°30'00" N, long. 174°00'00" W; S to lat. 53°10'00" N; W to long. 173°35'00" W; N to lat. 53°30'00" N; E to lat. 53°30'00" N, long. 174°00'00" W, point of beginning. (Center of area: lat. 53°20'00" N, long. 173°47'15" W).	do.....	do.....	Do.
	(2) Beginning at lat. 52°40'00" N, long. 173°10'00" W; S to lat. 52°30'00" N; W to long. 173°55'00" W; N to lat. 52°40'00" N; E to lat. 52°40'00" N, long. 173°10'00" W, point of beginning. (Center of area: lat. 52°34'15" N, long. 173°02'00" W).	do.....	do.....	Do.
Chiniak Bay (Kodiak Island Chart).	Beginning at lat. 57°45'20" N, long. 152°11'30" W; SE to lat. 57°40'45" N, long. 152°07'30" W; NE to lat. 57°44'55" N, long. 151°50'40" W; NW to lat. 57°49'30" N, long. 151°54'45" W; SW to lat. 57°45'20" N, long. 152°11'30" W, point of beginning.	Surface to 3,000 feet.....	0800 to 1700 daily.....	Do.
Cook Inlet (McKinley 118 Chart).	Beginning at a point 2 miles inland from the west shore of Cook Inlet and 1½ miles north of the light at the mouth of Beluga River approximate lat. 61°14'00" N, long. 150°55'00" W; thence southwesterly 2 miles inland and parallel to the shoreline to a point WNW of Harriet Point, approximate lat. 60°24'00" N, long. 152°18'00" W; WNW 16 miles to the highest point on Mount Redoubt, approximate lat. 60°29'00" N, long. 152°44'00" W; NNE 58 miles to the highest point on Mount Spurr approximate lat. 61°18'00" N, long. 152°17'00" W; ENE to the foot of Trumvirate Glacier, approximate lat. 61°24'30" N, long. 151°37'00" W; SE to the mouth of the Beluga River approximate lat. 61°13'00" N, long. 150°55'00" W, point of beginning.	Between 3,500 and 25,000 feet.....	Daylight hours only.....	Alaskan Air Command, Fort Richardson, Alaska.
Fairbanks (Yukon River 77 Chart).	Beginning at lat. 64°45'00" N, long. 147°30'00" W; SE along the south shore of the Tanana River to lat. 64°20'00" N, long. 146°53'00" W; W to the north shore of the Wood River at lat. 64°20'00" N, long. 147°55'00" W; NW along the north shore of the Wood River to lat. 64°34'00" N, long. 148°23'00" W; NE to lat. 64°45'00" N, long. 147°30'00" W, point of beginning.	Unlimited.....	Continuous.....	Do.
Kodiak Island (Aleutian Islands) (Kodiak Island Chart).	(1) Beginning at lat. 58°40'00" N, long. 152°32'00" W; to lat. 58°29'30" N, long. 152°48'15" W; to lat. 58°35'00" N, long. 153°32'30" W; to lat. 58°46'00" N, long. 153°16'00" W; to lat. 58°40'00" N, long. 152°32'00" W, point of beginning. (Center of area: lat. 58°37'00" N, long. 153°02'00" W).	do.....	do.....	Hq., 17th Naval District, Kodiak, Alaska.
	(2) North boundary: lat. 57°35'00" N, E boundary: long. 150°53'00" W, S boundary: lat. 57°00'00" N, W boundary: long. 151°24'00" W.	Surface to 10,000 feet.....	0800 to 1700 daily.....	Do.
Sea Lion Rock.....	(3) Circular area having a radius of 5 miles centered at lat. 58°21'00" N, long. 151°48'00" W.	Surface to 3,000 feet.....	do.....	Do.
Tanaga Island (Aleutian Islands) (Tanaga Island Chart).	Circular area having a radius of 3 miles centered at lat. 51°39'05" N, long. 178°00'00" W.	Unlimited.....	Continuous.....	Do.

## HAWAII

Ilio Point (Molokai, Oahu) (Oahu 599 Chart).	Beginning at lat. 21°15'00" N, long. 157°06'30" W; to lat. 21°13'40" N, long. 157°05'08" W; to lat. 21°07'25" N, long. 157°11'28" W; W to long. 157°18'10" W; to lat. 21°08'15" N, long. 157°19'46" W; to lat. 21°15'00" N, long. 157°16'48" W; to lat. 21°15'00" N, long. 157°06'30" W, point of beginning.	Surface to 15,000 feet....	Continuous.....	Jointly used by Department of Navy and Air Force, Comdr. Naval Air Bases, 14th Naval District, Pearl Harbor, T. H., and Pacific Air Command, Hickam Field, Honolulu, T. H.
Island of Kahoolawe (Island of Oahu 599 Chart).	Entire island area, centered at lat. 20°32'39" N, long. 156°37'10" W, including a 1 mile (nautical) boundary thereof.	Unlimited.....	do.....	Do.
Kaena Point (Oahu 599 Chart).	Beginning at lat. 21°35'00" N, long. 158°16'00" W; to lat. 21°38'00" N, long. 158°32'00" W, thence clockwise along the arc of a circle with a 16.5 mile radius centered on lat. 21°35'00" N, long. 158°16'00" W, point of beginning; to lat. 21°44'00" N, long. 158°04'00" W; to lat. 21°35'00" N, long. 158°16'00" W, point of beginning, excluding portion beyond 3 mile limit of shoreline.	Surface to 40,000 feet....	0700 to 1700 and 1930 to 2000 daily.....	U. S. Army, Pacific, Fort Shafter, Oahu, T. H.
Kabuku Point (Island of Oahu Chart).	Centered at lat. 21°43'00" N, long. 157°56'30" W, with a circular radius of 1.5 miles.	Surface to 15,000 feet....	Continuous.....	Comdr. Naval Air Base, 14th Naval District, Pearl Harbor, T. H.
Kamalo (Molokai) (Island of Oahu Chart).	Centered at lat. 21°03'05" N, long. 156°54'20" W, with a circular radius of 1.5 miles.	do.....	0.700 to 1800.....	Do.
Mana (Kauai) Barking Sands Danger Area (Oahu Chart).	Beginning at lat. 22°04'15" N, long. 159°45'10" W; to lat. 22°06'30" N, long. 159°50'00" W; to lat. 22°10'30" N, long. 159°47'30" W; to lat. 22°05'30" N, long. 159°44'10" W; to lat. 22°04'15" N, long. 159°45'10" W, point of beginning, excluding that portion lying beyond the 3 mile limit of the shoreline.	Surface to 10,000 feet....	Daylight hours only.....	Pacific Air Command, Hickam Field, Honolulu, T. H.
Mokuhooniki Rock (Molokai) (Oahu Chart).	Centered at lat. 21°08'10" N, long. 156°42'20" W, with a radius of 1.5 miles.	Unlimited.....	Continuous.....	Comdr. Naval Air Bases, 14th Naval District, Pearl Harbor, T. H.
Mokuleia (Oahu) (Oahu Chart).	Beginning at the firing point, lat. 21°35'00" N, long. 158°13'00" W, to lat. 21°38'00" N, long. 158°18'00" W; thence clockwise along the arc of a circle with a 6.8 mile radius centered on lat. 21°35'00" N, long. 158°13'00" W, point of origin, to lat. 21°39'00" N, long. 158°08'00" W; to lat. 21°35'00" N, long. 158°13'00" W, point of beginning, excluding portion beyond 3 mile limit of shoreline.	Surface to 30,000 feet....	0700 to 1700 daily.....	U. S. Army, Pacific, Fort Shafter, Oahu, T. H.



## ADDENDA

## FLORIDA

Name and location (chart)	Description by geographical coordinates	Designated altitudes	Time of designation	Using agency
Miami (Miami Chart).....	Beginning at west edge of Amber Civil Airway No. 7 at lat. 26°15'00" N, long. 80°16'30" W; SSW along the west edge of Amber Civil Airway No. 7 to lat. 26°00'00" N, long. 80°18'05" W; west to the edge of Blue Civil Airway No. 19 at long. 80°23'30" W; north-northwest along the east edge of Blue Civil Airway No. 19 to lat. 26°15'00" N, long. 80°25'45" W; thence east to lat. 26°15'00" N, long. 80°16'30" W, point of beginning.	Unlimited.....	Continuous.....	Naval Air Station, Miami, Fla.
Pensacola (Mobile Chart)...	(3) Area 3. Beginning at the intersection of the shoreline and the western edge of the Mobile, Alabama control area extension at lat. 30°13'00" N, long. 87°49'30" W; southeasterly along the control area extension boundary to a point 3 nautical miles from the shoreline at lat. 30°11'00" N, long. 87°47'00" W; westerly along a line paralleling the shoreline at a distance of 3 nautical miles to lat. 30°10'05" N, long. 88°01'30" W; due N to the shoreline at lat. 30°13'00" N, easterly along the shoreline to the western edge of the Mobile control area extension at lat. 30°13'00" N, long. 87°49'30" W, point of beginning. N. B. For other Pensacola, Florida, areas see under "Florida" <i>supra</i> .	Surface to 10,000 feet.....	do.....	Pensacola Naval Air Station, Pensacola, Fla.

(Secs. 205, 601, 52 Stat. 984, 1007; Pub. Law 872, 80th Cong.; 49 U. S. C. 425, 551; Reorg. Plan IV of 1940, 3 CFR, Cum. Supp., 5 F. R. 2421)

These rules shall become effective on May 1, 1949.

[SEAL]

F. B. LEE,  
Acting Administrator  
of Civil Aeronautics.

[F. R. Doc. 49-3115; Filed, Apr. 20, 1949;  
8:47 a. m.]

## TITLE 32—NATIONAL DEFENSE

### Chapter I—National Guard and State Guard, Department of the Army

#### PART 101—NATIONAL GUARD REGULATIONS

##### MISCELLANEOUS AMENDMENTS

In § 101.2, paragraphs (c) (1) (ii) (d), (d) (6) and (e) (8), are added, and paragraphs (c) (2) (vii), (d) (3) (ii), (e) (2), (f) (5) are amended; in § 101.3, paragraphs (d), (e) (2), (e) (7), and (g) (1) are amended; in § 101.4, paragraph (c) is amended; and in § 101.6, paragraph (c) is amended, as follows:

§ 101.2 Federal recognition. \* \* \*

(c) Persons eligible. \* \* \*

(1) Initial procurement. \* \* \*

(ii) From warrant officers, aviation cadets, and enlisted men. \* \* \*

(d) Former aviation cadets. Former aviation cadets with a total of six or more months of honorable service, and who may be nominated for appointment as second lieutenants, in Air units, may be exempted from attendance at an officer candidate school by examining boards when they meet the qualifications prescribed for the grade of second lieutenant.

(2) Continuing procurement. After initial reorganization, commissioned officers will be obtained from the following sources:

(vii) (a) Warrant officers and enlisted men of Army units, not less than 21 nor more than 32 years of age, who have completed a minimum of one year's service with the armed forces, or the National Guard, or a combination of the two, prior to the date of appointment, and have successfully completed such sub-courses as are contained in the 10-

series of the Army extension courses, and have been recommended by an examining board for appointment or commission with waiver, and are otherwise qualified: *Provided*, That effective July 15, 1950, no such warrant officer or enlisted man shall be appointed or commissioned if he has passed his 28th birthday.

(b) By reason of non-availability of extension courses with which to qualify, warrant officers and enlisted men whose 32d birthday is subsequent to July 15, 1948 but not later than July 15, 1949, are granted a time extension of one year, effective July 15, 1949. These warrant officers and enlisted men may be appointed or commissioned on or before July 15, 1950 under the provisions of this subparagraph upon successful completion of the prerequisites set forth in subdivision (a) of this subparagraph, notwithstanding the fact that they will have passed their 32d birthday at time of appointment.

(d) Requirements for recognition. The Chief, National Guard Bureau, will not grant Federal recognition to an officer until he has evidence that the following requirements have been met:

(3) Age. (Effective until January 1, 1951.)

(ii) For continued recognition. The following maximum age-in-grade limitations are established for officers of the National Guard except those assigned to State Headquarters and Headquarters Detachments. An officer will be considered over the maximum age for his grade upon reaching the birthday anniversary of the year prescribed.

Assignment	Lt.	Capt.	Major	Lt. Col.	Col.
Rated officers assigned to tactical flying units and tactical hq. below wing level.....	36	41	44	47	49
All other Air officers assigned to T/O & E units.....	36	42	48	55	60
Army units, except Medical, Dental, Chaplain, and Judge Advocate General's Corps.....	35	42	47	52	55
Medical (including flight surgeons), Dental, and Chaplains Corps.....	43	46	51	55	60
Judge Advocate General's Corps.....	46	51	55	60	60

(6) As chaplain—(1) Civilian experience—(a) For first lieutenant. Applicant must be actively engaged in the ministry as his principal vocation in life.

(b) For captain. Applicant must be actively engaged in the ministry as his principal vocation in life for a minimum of four (4) years, including at least one year's experience as a clergyman in the denomination by which accredited.

(ii) Ecclesiastical indorsement. Each applicant must be regularly ordained, duly accredited by, and in good standing with a religious denomination or organization holding an apportionment of chaplains in accordance with the needs of the service. This indorsement should be requested by the applicant from his appropriate indorsing agency and submitted with NGB Form 62 (Application for Federal Recognition).

(iii) Educational qualifications. Transcript of credits to accompany application must indicate:

(a) A minimum of 120 semester hours credit of undergraduate study performed in a recognized college.

(b) A minimum of 90 semester hours credit of graduate study performed in a recognized theological school.

(e) Termination of recognition. \* \* \*

(2) When his commission in the National Guard of the United States or the Air National Guard of the United States is vacated by order of the Secretary of the Army or the Secretary of the Air Force.

(8) When dismissed pursuant to a courts-martial sentence.

(f) Withdrawal of recognition. \* \* \*

(5) When an inspection conducted under the provisions of section 93, National Defense Act, as amended, shows that the individual is lacking in the required qualifications. In such cases the Department of the Army or the Department of the Air Force may summarily withdraw Federal recognition.

§ 101.3 Examination. \* \* \*

(d) Determination of general qualifications. The board will determine whether or not the general qualifications of the candidate indicate suitability for the military service. To this end the board will carefully consider his general education, personality, appearance, and



bearing, and his business, professional, and military experience. It will also take into consideration the efficiency of any military unit which may have been under his command. In determining sufficiency of education the board should bear in mind the duties and responsibilities that will devolve upon the candidate. Should any doubt exist as to the sufficiency of the candidate's education, he will be examined in such subjects as the board deems necessary. This examination will be conducted in the manner prescribed for the professional examination and the result will be incorporated in the report of that examination. Each applicant not previously commissioned in the armed forces of the United States must have completed a minimum of high school or an accredited preparatory school of equal educational level, or have passed the General Educational Development Test (high school level or above) given under the authority of the United States Armed Forces Institute or of the educational authorities of a State. (See paragraph (e) (7) of this section.) Each applicant examined under the provisions of § 101.2 (c) (2) (vii) must have attained a score of 110 or higher in the AGCT.

(e) *Professional examination.* \* \* \*

(2) *Scope—(i) Subjects.* In determining the subjects under professional qualifications in which a candidate (except a general officer, chaplain or medical officer) is to be examined and scope of the examination in each subject, the board will be governed by the subjects included in the military knowledge qualification requirements corresponding to those contained in Department of the Army Pamphlet No. 200-100 (Announcement of Army Extension Courses). In the case of a chaplain or medical officer the board will be governed by the provisions of Circular 210, Department of the Army, 1948.

(ii) *Texts.* Applicable field manuals and technical manuals will be used as reference texts in the conduct of the professional examination.

(7) *Evidence of graduation from high school or higher educational institution or equivalent.* When a candidate produces satisfactory evidence of graduation from a standard high school or from an equivalent or higher institution of learning, or evidence of having passed the General Educational Development Test (high school level or above) given under the authority of the United States Armed Forces Institute or of the educational authorities of a State, the board may accept this evidence in lieu of any tests designed to determine the candidate's general education.

(g) *Professional examination for general officers—(1) General.* In the examination of candidates for appointment as general officers, the board will determine whether the candidate meets the requirements of § 101.2 (c) (1) (i), and may in addition give appropriate consideration to the candidate's service in the National Guard in the position for which he is being examined, or in a posi-

tion of equal and corresponding responsibility. If it is clearly established that the candidate possesses abilities determined by consideration of the present state of organization and training of the unit to which he is assigned, and that the candidate is fully qualified for extended active Federal service in the grade and position for which being examined, the board may recommend Federal recognition notwithstanding the provisions of § 101.2 (c) (1) (i) except that a candidate for commission as a general officer of the line must have served honorably in active Federal service at least six months since December 7, 1941. The board will take such steps as deemed necessary to inquire into the candidate's fitness, and is authorized to call on the Chief, National Guard Bureau, and the appropriate Army commander for such reports as may be required.

\* \* \* § 101.4 *Waivers.* \* \* \*

(c) *Waiver of age limitations.* Maximum age-in-grade requirements prescribed in § 101.2 (d) (3) (i) and (ii) will not be waived.

\* \* \* § 101.6 *Officers of the National Guard of the United States.* \* \* \*

(c) *Authorized grades.* Authorized grades in which appointment may be made are major general and brigadier general of the line, and of the Adjutant General's Department, and second lieutenant to colonel, inclusive, in all sections except:

- (1) Chaplains—first lieutenant to colonel, inclusive.
- (2) Medical Corps—first lieutenant to colonel, inclusive.
- (3) Dental Corps—first lieutenant to colonel, inclusive.
- (4) Rescinded.
- (5) Rescinded.
- (6) Judge Advocate General's Corps—captain to colonel, inclusive.

[C 3, 4, NGR 20] (48 Stat. 155; 32 U. S. C. 4)

[SEAL] EDWARD F. WITSELL,  
Major General,  
The Adjutant General.

[F. R. Doc. 49-3105; Filed, Apr. 20, 1949;  
8:47 a. m.]

## TITLE 34—NATIONAL MILITARY ESTABLISHMENT

### Chapter IV—Joint Regulations of the Armed Forces

#### Subchapter A—Armed Services Procurement Regulation

#### PART 408—PATENTS AND COPYRIGHTS

*Preamble.* Sections I through VI (codified as Parts 400-405) of the Armed Services Procurement Regulation were republished in the FEDERAL REGISTER (14 F. R. 522) together with the addition of Sections X and XI (Parts 409 and 410, 14 F. R. 541), Section XV (Part 414, 14 F. R. 683), and Section XII (Part 411, 14 F. R.

1346). Section IX (codified as Part 408) is added as set forth below.

GORDON GRAY,  
The Assistant Secretary of the Army.  
M. E. ANDREWS,  
Assistant Secretary of the Navy.  
A. S. BARROWS,  
Under Secretary of the Air Force.

Sec.	
408.001	Effective date of part.
SUBPART A—PATENTS	
408.100	Scope of subpart.
408.101	Definitions.
408.101-1	Research or development contract.
408.101-2	Supply contract.
408.101-3	Foreground patent.
408.101-4	Background patent.
408.102	Notice and assistance.
408.103	Reporting of royalties.
408.104	Classified contracts.
408.105	Patent indemnification of Government by contractor.
408.106	Authorization and consent.
408.107	Patent rights under research or development contracts.
408.107-1	License under foreground patents.
408.107-2	Title to foreground patents.
408.107-3	Reproduction rights under background patents.
408.107-4	Foreign patent rights.
408.107-5	Contracts relating to atomic energy.
409.108	Follow-up of patent rights.
408.109	Adjustment of royalties.
408.110	Patent interchange agreement.
408.111	Processing of infringement claims.
SUBPART B—COPYRIGHTS	
408.200	Scope of subpart.
408.201	Government use and publication of copyrighted material.
408.202	License under copyrightable material.
408.203	Material in which no adverse copyright should be established.
408.204	Contracts for motion pictures.

*AUTHORITY:* §§ 408.001 to 408.204 issued under secs. 1 (a), (b), 54 Stat. 712, 55 Stat. 838, Pub. Law 413, 80th Cong., 41 U. S. C. preceding sec. 1 note, 50 U. S. C. App. 601-622; E. O. 9001, Dec. 27, 1941, 3 CFR, Cum. Supp.

§ 408.001 *Effective date of part.* This part shall be complied with on and after July 1, 1949; and the contract clauses set forth in this part shall be inserted, whenever applicable, in all contracts executed as of a date on or after July 1, 1949. Compliance with this part, and use of the contract clauses set forth herein, is authorized from the date of issuance.

#### SUBPART A—PATENTS

§ 408.100 *Scope of subpart.* This subpart sets forth the policy of the Departments in connection with patents and related matters, and prescribes contract clauses for the purposes of protecting the Government against patent risks in supply contracts and securing to the Government the patent rights to which it is entitled under research or development contracts.

§ 408.101 *Definitions.* As used in this subpart, the following terms have the meanings set forth below, irrespective of the type or form of contract, the method of contracting, or the source of funds obligated thereby.

§ 408.101-1 *Research or development contract.* The term "research or development contract" means any contract



under which payment is to be made for experimental, developmental or research work.

§ 408.101-2 *Supply contract.* The term "supply contract" means any contract for supplies as defined in § 400.201-8 of this chapter, but does not include any research or development contract as defined in § 408.101-1.

§ 408.101-3 *Foreground patent.* The term "foreground patent" means a patent based upon inventions, improvements or discoveries conceived or first actually reduced to practice in the course of performing a research or development contract, or in the course of performing any prior experimental, developmental or research work done upon the understanding that a contract would be awarded.

§ 408.101-4 *Background patent.* The term "background patent" means a patent, other than a foreground patent, based upon inventions which relate specifically to the manufacture, construction or use of the subject matter of the contract and under which the contractor has acquired, or prior to completion or final settlement of the contract may acquire, the right to grant a license without obligation to pay compensation to others solely on account of such grant.

§ 408.102 *Notice and assistance.* In order that the Government may be notified of claims of infringement asserted against a contractor or its subcontractor in connection with the performance of Government contracts, and in order that the Government may obtain necessary assistance from a contractor in the event of patent infringement litigation, the following clause shall be included in all research or development contracts and all supply contracts, in excess of \$1,000:

NOTICE AND ASSISTANCE REGARDING PATENT INFRINGEMENT

(a) The Contractor agrees to report to the Contracting Officer, promptly and in reasonable written detail, each claim of patent infringement based on the performance of this contract and asserted against it, or against any of its subcontractors if it has notice thereof.

(b) In the event of litigation against the Government on account of any claim of infringement arising out of the performance of this contract or out of the use of any supplies furnished or construction work performed hereunder, the Contractor agrees that it will furnish to the Government, upon request, all evidence and information in its possession pertaining to the defense of such litigation. Such information shall be furnished at the expense of the Government except in those cases in which the Contractor has agreed to indemnify the Government against the claim being asserted.

§ 408.103 *Reporting of royalties.* The Government has acquired patent rights under a large number of inventions as a result of Government-sponsored research and development or by other means. It is not equitable that royalties be charged to the Government in connection with procurement by the Departments where the Government has a license or other patent rights under the inventions for which the royalties are charged. In order that the Departments may be informed regarding royalty payments to be made by a contractor in con-

nection with any procurement in excess of \$10,000, the amount of which royalty payments is reflected in the contract price to the Government or is to be reimbursed by the Government, the Contracting Officer shall, in the case of negotiated contracts in excess of \$10,000, either (a) obtain from the contractor information concerning royalty payments expected to be made in connection with the proposed procurement, together with the names of the licensors and either the patent numbers involved or such other information as will permit identification of the patents or other basis on which royalties are to be paid, or (b) obtain from the contractor a certificate that the contract price includes no amount representing the payment of any royalty by the contractor directly to others in connection with the performance of the contract, or (c) insert in the contract the clause set forth below, entitled "Reporting of Royalties." With respect to any advertised contract which may involve the payment of royalties by a contractor in the performance thereof, the clause set forth below, entitled "Reporting of Royalties," shall be included in the solicitation of bids as one of the general contract provisions or conditions. The clause referred to is as follows:

REPORTING OF ROYALTIES

If this contract is in an amount which exceeds \$10,000, the Contractor agrees to report in writing to the Contracting Officer, during the performance of this contract and prior to its completing or final settlement, the amount of any royalties or royalty rates paid or to be paid by it directly to others in connection with the performance of this contract, together with the names and addresses of licensors to whom such payments are made and either the patent numbers involved or such other information as will permit identification of the patents or other basis on which royalties are to be paid. Where the Contractor's compliance with the foregoing reporting requirement is found by the Contracting Officer to be impracticable because of the size of the Contractor's business or because of the nature of its accounting procedures, the Contractor may furnish one or more reports, based on its established accounting periods and covering the entire contract period, of royalties in excess of \$1,000 (if computed on an annual basis) paid or to be paid to each licensor on the Contractor's over-all business, together with such other information as will permit identification of the patents or other basis on which royalties are to be paid, in which event the Contractor shall furnish the Contracting Officer, upon his request and at Government expense, an allocation of such royalty payments to Government business or to the work or supplies covered by this contract; reference to any such periodic royalty reports, previously furnished to any Government agency and covering the period of performance of this contract, shall constitute compliance with the reporting requirement of this clause.

The following provision may be added to the above clause, at the option of the Contracting Officer:

If this contract is in an amount which exceeds \$10,000, and no royalties or royalty rates are paid or to be paid directly to others under the circumstances set forth above, the Contractor agrees so to report in writing to the Contracting Officer prior to completion or final settlement of this contract.

§ 408.104 *Classified contracts.* Unauthorized disclosure of classified subject matter, whether in a patent application or resulting from the issuance of a patent, may be a violation of the Espionage Act (18 U. S. C., Chapter 37) and related statutes, and may be contrary to the interests of national security. In order that necessary security may be adequately preserved, the following clause shall be included in every classified research or development contract and every classified supply contract:

FILING OF PATENT APPLICATIONS

(a) While and so long as the subject matter of this contract is classified "Secret" or higher, the Contractor agrees that, before filing or causing to be filed a patent application disclosing any of said subject matter, it will refer the proposed application to the Contracting Officer for determination whether, for reasons of national security, such application should be kept secret or the issuance of a patent thereunder otherwise delayed, under pertinent statutes or regulations; and the Contractor agrees to observe any instructions given by the Contracting Officer in this regard, which instructions may include a direction not to file such application so long as the Contracting Officer considers that such filing would jeopardize national security.

(b) While and so long as the subject matter of this contract is classified "Confidential" or higher, and if the Contracting Officer determines that there is no other practical means for maintaining the security of said subject matter, the Contractor agrees to assign and convey to the Government upon request the entire right, title and interest in and to each United States patent application disclosing said subject matter and filed by or on behalf of the Contractor, the title to the assigned patent application to be held in trust by the Government, subject to reversion of the entire right, title and interest therein to the Contractor (1) upon allowance of the said application and payment of the final fee, or (2) upon the mailing of notice by the Contracting Officer to the Contractor that disclosure of the subject matter of the application will no longer jeopardize security. Nothing contained in this paragraph shall (A) apply to any patent application assigned to the Government under any other provision of this contract, or (B) enlarge or diminish the rights granted to or reserved by the Government or the Contractor with respect to said application or the invention covered thereby, except to the extent expressly provided in this clause.

(c) While and so long as the subject matter of this contract is classified "Confidential," the Contractor agrees to furnish to the Contracting Officer, at the time of or prior to filing or causing to be filed a patent application disclosing any of said subject matter, a copy of such application for determination whether, for reasons of national security, such application should be kept secret or the issuance of a patent thereunder otherwise delayed, under pertinent statutes or regulations; and the Contractor agrees to observe any instructions of the Contracting Officer in this regard.

(d) While and so long as the subject matter of this contract is classified "Restricted," the Contractor shall be governed by the provisions of the clause of this contract entitled "Military Security Requirements."

§ 408.105 *Patent indemnification of Government by contractor.* In order that the Government may be protected from liability for patent infringement, a contract clause providing for appropriate indemnification shall be used in accordance with the provisions set forth below:



(a) The following clause shall be included in every supply contract in excess of \$1,000 which calls exclusively for standard commercial supplies:

#### PATENT INDEMNITY

The Contractor agrees to indemnify the Government and its officers, agents and employees against liability, including costs and expenses, for infringement upon any Letters Patent of the United States (except Letters Patent issued upon an application which is now or may hereafter be, for reasons of national security, ordered by the Government to be kept secret or otherwise withheld from issue) arising out of the performance of this contract or out of the use or disposal by or for the account of the Government of supplies furnished or construction work performed hereunder. The foregoing indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement, and shall have been given an opportunity to present recommendations as to the defense thereof; and further, such indemnity shall not apply in any one of the following situations: (i) Any infringement resulting from the addition to any such supplies of other supplies not furnished by the Contractor for the purpose of such addition; (ii) any settlement of a claim of infringement made without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction; (iii) any claim of infringement arising from use or disposal outside the scope of any license limitation under which the Contractor is bound, provided that the Contractor has notified the Government of the limitation prior to first delivery under this contract; (iv) any infringement necessarily resulting from changes (other than the substitution of another standard commercial part or component manufactured or supplied by the Contractor) ordered pursuant to this contract, or from specific written instructions given by the Contracting Officer directing a manner of performing the contract not normally utilized by the Contractor.

(b) Certain supply contracts call for items or parts thereof which are standard commercial supplies and also for items or parts thereof which are not standard commercial supplies. In any such contract the indemnity clause set forth in paragraph (a) of this section shall be inserted, and the following paragraph shall be added at the end of such clause, for the purpose of excluding from its application such specific items or parts thereof as are not standard commercial supplies:

The foregoing shall not apply to the following contract items or parts thereof, which are not standard commercial supplies:

(List the items or parts thereof to be excluded.)

**§ 408.106 Authorization and consent.** Under the act of June 25, 1948 (28 U. S. C. 1498) which replaces the act of June 25, 1910, as amended (35 U. S. C. 68), any suit for infringement of a patent by a contractor or by any subcontractor (including lower-tier subcontractors) in the performance of a Government contract must be brought against the Government in the Court of Claims, and not against the contractor, if the Government gives its authorization or consent to the manufacture or use of the patented invention. The contractor is thereby protected from injunctive action in the performance of a Government contract, although the Government may not bear the ultimate li-

ability in the event of recovery in the Court of Claims, such liability being dependent upon whether or not there is a Patent Indemnity clause in the contract. Therefore, both a Patent Indemnity clause (as set forth in § 408.105) and an Authorization and Consent clause may be included in the same contract. The following Authorization and Consent clause is approved for use in any contract:

#### AUTHORIZATION AND CONSENT

The Government hereby gives its authorization and consent (without prejudice to its rights of indemnification, if such rights are provided for in this contract) for all use and manufacture, in the performance of this contract or any part hereof or any amendment hereto or any subcontract hereunder (including any lower-tier subcontract), of any patented invention (i) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract, or (ii) utilized in the machinery, tools or methods the use of which necessarily results from compliance by the Contractor or the using subcontractor with (a) specifications or written provisions now or hereafter forming a part of this contract, or (b) specific written instructions given by the Contracting Officer directing the manner of performance.

The word "necessarily" in "(ii)" of the above clause may be deleted in any research or development contract, or in any contract which includes a patent indemnity clause as set forth in § 408.105.

**§ 408.107 Patent rights under research or development contracts.**

**§ 408.107-1 License under foreground patents.** Under any research or development contract, the Government should receive at least a royalty-free license to practice or have practiced any invention conceived or first actually reduced to practice in the course of performing the contract or in the course of performing any prior experimental, developmental or research work done upon the understanding that a contract would be awarded. In certain circumstances, however, as where (a) a contractor has spent large sums of money in developing an invention to the point that its practicability has been established or has otherwise established its practicability as by engineering design, or (b) the use of a basic material developed entirely outside of any Government contract is involved, it is proper to exclude any such invention or material from a general license to the Government or otherwise to negotiate with respect to the Government's rights in such invention or material. The contract cost or price should in no event be increased merely by reason of the inclusion of a Patent Rights clause. For the purposes of this section, the following clause shall be included in all research or development contracts except as is provided in § 408.107-2:

#### PATENT RIGHTS

(a) As used in this clause, the following terms shall have the meanings set forth below:

(i) The term "Subject Invention" means any invention, improvement or discovery (whether or not patentable) conceived or first actually reduced to practice either (A) in the performance of the experimental, developmental or research work called for

under this contract, or (B) in the performance of any experimental, developmental or research work relating to the subject matter of this contract which was done upon the understanding that a contract would be awarded.

(ii) The term "Technical Personnel" means any person employed by or working under contract with the Contractor (other than a subcontractor whose responsibilities with respect to rights accruing to the Government in inventions arising under subcontracts are set forth in paragraphs (f), (g) and (h) of this clause): *Provided*, That such person, by reason of the nature of his duties in connection with the performance of this contract, would reasonably be expected to make inventions.

(iii) The terms "subcontract" and "subcontractor" mean any subcontract or subcontractor of the contractor, and any lower-tier subcontract or subcontractor under this contract.

(b) The Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, nontransferable and royalty-free license to practice, and cause to be practiced for the Governments throughout the world, each Subject Invention in the manufacture, use, and disposition according to law, of any article or material, and in the use of any method: *Provided, however*, That with respect to (i) any Subject Invention made by other than Technical Personnel, (ii) any Subject Invention conceived prior to any performance of this contract as set forth in paragraph (a) above but first actually reduced to practice in the course of any such performance, and (iii) the practice of any Subject Invention in foreign countries, the said license and other rights hereinafter provided shall be to the extent of the Contractor's right to grant the same without incurring any obligation to pay royalties or other compensation to others solely on account of said grant. Nothing contained in this paragraph shall be deemed to grant any license under any invention other than a Subject Invention. Any license granted herein shall not convey any right to the Government to manufacture, have manufactured, or use any Subject Invention for the purpose of providing services or supplies to the general public in competition with the Contractor or the Contractor's commercial licensees in the licensed fields.

(c) The Contractor agrees as follows: (i) To make written disclosure promptly to the Contracting Officer of each Subject Invention which reasonably appears to be patentable and to exert all reasonable effort to make such disclosure not later than six months after first publication, public use or sale; (ii) to specify, at the time of such disclosure, whether or not said Subject Invention has been or will be claimed in a United States patent application and unless it thereafter notifies the Government to the contrary not later than eight months after first publication, public use or sale, to file or cause to be filed in due form and time a United States patent application covering each Subject Invention so specified; (iii) to the extent of the Contractor's right to do so, to deliver to the Contracting Officer such duly executed instruments (prepared by the Government) of assignment, application papers and rightful oaths as are necessary to vest in the Government the sole and exclusive ownership, and the right to apply for and prosecute patent applications covering, each Subject Invention which the Contractor does not specify as aforesaid (or having so specified, thereafter notifies the Government to the contrary), subject, however, to the reservation of a nonexclusive and royalty-free license thereunder to the Contractor (and to its associated and affiliated companies, if any, within the corporate structure of which the Contractor is a part), which license shall be assignable to the successor of that part of the Contractor's business to which it pertains; (iv)



to furnish promptly to the Contracting Officer on request an irrevocable power of attorney to inspect and make copies of each United States patent application as filed by or on behalf of the Contractor covering any Subject Invention; (v) in the event the Contractor elects not to continue prosecution of any such United States patent application filed by the Contractor, to so notify the Contracting Officer not less than sixty days before the expiration of the response period, and upon written request, to deliver to the Contracting Officer, to the extent of the Contractor's right to do so, a duly executed assignment to the Government of the entire rights to such patent application and any Subject Invention claimed therein subject to a reservation as specified in (iii) above; and (vi) to deliver to the Contracting Officer duly executed instruments fully confirmatory of any license rights herein agreed to be granted to the Government. If, to the best of the Contractor's knowledge and belief, no inventions have been conceived or first actually reduced to practice under this contract, the Contractor shall so certify to the Contracting Officer.

(d) The Contractor agrees to and does hereby grant to the Government, to the full extent of the Contractor's right to do so without payment of compensation to others, the right to reproduce, use and disclose for governmental purposes (including the right to give to foreign governments for their use as the national interest of the United States may demand) all or any part of the reports, drawings, blueprints, data and technical information specified to be delivered by the Contractor to the Government under this contract: *Provided, however*, That nothing contained in this paragraph shall be deemed, directly or by implication, to grant any license under any patent now or hereafter issued or to grant any right to reproduce anything else called for by this contract.

(e) Until the Contractor has delivered to the Government the disclosures required by paragraph (c) (i) of this clause and the information as to any subcontractor required by paragraph (g) of this clause, there shall be withheld from final payment under this contract ten percent (10%) of the contract price, or \$5,000, whichever is smaller: *Provided however*, That the withholding of the aforesaid amount, or subsequent payment thereof to the Contractor, shall not be construed as a waiver of any rights accruing to the Government under this contract: *And provided further*, That any amount so withheld under this paragraph shall not be in addition to any amounts withheld under other provisions of this contract. This paragraph shall not be construed as requiring the Contractor to withhold any amounts from a subcontractor to enforce compliance with the patent provisions of a subcontract.

(f) The Contractor agrees to exert all reasonable effort to negotiate for the inclusion in any subcontract hereunder of \$3,000 or more, in which payment is to be made for experimental, developmental or research work, of this patent rights clause or one approved by the Contracting Officer. In the event of refusal by a subcontractor to accept such patent rights clause, the Contractor shall obtain the written authorization of the Contracting Officer (which authorization may be granted with respect to a particular subcontract) to proceed with the subcontract, and shall cooperate with the Government in the negotiation with such subcontractor of a mutually acceptable patent rights clause: *Provided however*, That the Contractor shall in any event require the subcontractor to grant to the Government patent rights under Subject Inventions of no less scope and on no less favorable terms than those which the Contractor has under such subcontracts, except that in no event shall the subcontractor be required to grant to the Government patent rights in excess

of those herein agreed to be granted to the Government by the Contractor.

(g) The Contractor agrees to notify the Contracting Officer in writing of any subcontract containing a patent rights clause, to furnish to the Contracting Officer a copy of such clause, and promptly to notify the Contracting Officer when such subcontract is completed. It is understood that with respect to such subcontract clause, the Government is a third party beneficiary; and the Contractor hereby assigns to the Government all the rights that the Contractor would have to enforce the obligations of the subcontract with respect to Subject Inventions. The Contractor shall not be obligated to enforce the agreements of any subcontractor hereunder relating to a patent rights clause in any subcontract.

(h) When the Contractor shows that it has been delayed in the performance of this contract by reason of its inability to obtain, under terms that include a suitable patent rights clause, a qualified subcontractor for any particular part, item or function of this contract for which the Contractor itself does not have available facilities or qualified personnel, the Contractor's delivery dates shall be extended for a period of time equal to the duration of such delay; and, upon request of the Contractor, the Contracting Officer shall determine to what extent, if any, an additional extension of the delivery dates, and an increase in contract price based upon additional costs incurred, are proper under the circumstances; and the contract shall be modified accordingly. If the Contractor, after exerting all reasonable effort, is unable to obtain a qualified subcontractor, as set forth above, the Contractor may submit to the Contracting Officer a written request for waiver or modification of the requirement that a suitable patent rights clause be included in the subcontract. Such request shall specifically state that the Contractor has used all reasonable efforts to obtain such qualified subcontractor and shall cite the waiver or termination provision hereinafter set forth. If, within thirty-five (35) days after the date of receipt of such request for a waiver or modification of said requirement, the Contracting Officer shall fail to grant such request, the requirement shall be deemed to have been waived by the Government. If within such period the Contractor shall receive a written denial of such request by the Contracting Officer, this contract shall thereupon automatically terminate and the rights and obligations of the parties shall be governed by the provisions of the clause of this contract entitled "Termination for the Convenience of the Government" just as if a notice of termination had been delivered to the Contractor specifying that the contract was terminated for the convenience of the Government.

**§ 408.107-2 Title to foreground patents.** Although with respect to foreground patents it is the policy of the Departments normally to acquire only license rights thereunder, nevertheless in some circumstances the Government should obtain full title to such patents, subject in most cases to a license to the contractor. Ordinarily, however, in such circumstances there should be no increase in the contract cost or price, merely because the Government acquires title.

Examples of instances where it is proper and desirable for the Government to acquire title are as follows:

(a) Where the contractor does not normally seek patent protection for its development projects;

(b) Where one contractor has assembled a group of research scientists

through the cooperation of other similar firms, institutions or organizations;

(c) Where the contractor, in completing a final phase of a development project, utilizes the work of other cooperating persons, institutions or organizations, and it would be unfair to such other persons, institutions or organizations to allow the contractor to retain title to inventions resulting from such developments;

(d) Where the major portion of the work under the contract is to be done in Government-operated laboratories and with Government-furnished equipment;

(e) Where the contractor is an organization, the principal business of which is doing research or development work for the public, and which does not customarily retain patent rights under inventions made by it, in the research or development work conducted for others: *Provided*, That the contractor may be permitted to retain title in such case (subject to a license to the Government as set forth in § 408.107-1) if proper adjustment therefor is made in the contract cost or price;

(f) Where the Contracting Officer ascertains that title to foreground patents is necessary for military security and so notifies the contractor prior to its beginning performance.

When it is desirable, as set forth above, for the Government to acquire title to foreground patents, the following paragraphs (a), (b) and (c) shall be substituted for the corresponding paragraphs of the Patent Rights clause set forth in § 408.107-1:

(a) As used in this clause, the following terms shall have the meanings set forth below:

(i) The term "Subject Invention" means any invention, improvement or discovery (whether or not patentable) conceived or first actually reduced to practice (unless disclosed in a patent application filed prior to beginning the performances hereinafter set forth) either (A) in the performance of the experimental, developmental or research work called for under this contract, or (B) in the performance of any experimental, developmental or research work relating to the subject matter of this contract which was done upon the understanding that a contract would be awarded.

(ii) The term "Technical Personnel" means any person employed by or working under contract with the Contractor (other than a subcontractor whose responsibilities with respect to rights accruing to the Government in inventions arising under subcontracts are set forth in paragraphs (f), (g) and (h) of this clause): *Provided*, That such person, by reason of the nature of his duties in connection with the performance of this contract, would reasonably be expected to make inventions.

(iii) The terms "subcontract" and "subcontractor" mean any subcontract or subcontractor of the contractor, and any lower-tier subcontract or subcontractor under this contract.

(b) The Contractor agrees to and does hereby grant to the Government all right, title and interest in and to each Subject Invention subject to the reservation of a nonexclusive and royalty-free license to the Contractor to practice any such invention: *Provided, however*, That with respect to any Subject Invention made by other than Technical Personnel and with respect to the practice of any Subject Invention in foreign countries, said grant and other rights hereinafter provided shall be limited to the Con-



tractor's right to assign or grant the same without incurring any obligation to pay royalties or other compensation to others solely on account of said grant. The Contractor further agrees to and does hereby grant to the Government with respect to any invention disclosed in a patent application of the Contractor filed prior to beginning the performances set forth above and first actually reduced to practice by the Contractor in any such performance, an irrevocable, non-exclusive, nontransferable and royalty-free license to practice, and cause to be practiced for the Government throughout the world, each such invention in the manufacture, use, and disposition according to law, of any article or material, and in the use of any method; *Provided, however*, That with respect to (i) any such invention made by other than Technical Personnel and (ii) the practice of any such invention in foreign countries, the said license shall be to the extent of the Contractor's right to grant the same without incurring any obligation to pay royalties or other compensation to others solely on account of said grant.

(c) The Contractor agrees as follows: (i) To make written disclosure promptly to the Contracting Officer of each Subject Invention, and of each invention under which a license is acquired pursuant to paragraph (b) above, which reasonably appears to be patentable, and to exert all reasonable effort to make such disclosure not later than six months after first publication, public use or sale; (ii) to deliver to the Contracting Officer such duly executed instruments (prepared by the Government) of assignment, application papers and rightful oaths relating to each Subject Invention, title to which vests in the Government pursuant to this clause, as the Contracting Officer may require to enable the Government to file and prosecute patent applications therefor in any country, and to assign and record title to such applications; (iii) to disclose to the Contracting Officer (either by giving the patent number or a copy of the patent application), prior to completion or final settlement of this contract, each invention under which the Government has been granted a license pursuant to the second sentence of paragraph (b) above, and to deliver to the Contracting Officer duly executed instruments fully confirmatory of such license rights. If, to the best of the Contractor's knowledge and belief, no inventions have been conceived or first actually reduced to practice under this contract, the Contractor shall so certify to the Contracting Officer.

**§ 408.107-3 *Reproduction rights under background patents.*** The grant of a license or title to the Government under foreground patents, as hereinabove in this subpart set forth, does not give the Government a free right to practice such foreground patents if the contractor owns or has control of a dominant background patent. It is therefore proper and desirable in the case of certain research or development contracts that the Government should obtain, under certain equitable circumstances as herein-after set forth, a reproduction right (a limited license right) under such background patent or patents in addition to title or license under foreground patents as provided in §§ 408.107-1 and 408.107-2. Thus, reproduction rights should be obtained where there are benefits to the contractor, such as those set forth below, and where it is believed that the manufacture or use of the subject matter of the contract, or parts, modifications or improvements thereof, will involve the practice of inventions covered by contractor's background patents. The contract price should not be increased by

reason of the acquisition of such reproduction rights. Representative equitable circumstances which should be taken into account by the Contracting Officer in this connection are as follows:

(a) A new research objective or idea, either new generally or new to the contractor's fields of activity, particularly when the Government furnishes the contractor with valuable technical information;

(b) Aid to the contractor in conducting experimental, developmental or research work which the contractor would otherwise have to conduct at his own expense and which leaves the contractor with valuable commercial rights;

(c) Opportunity for the contractor to explore fields too speculative to be undertaken commercially but which have commercial possibilities;

(d) Aid to the contractor through the furnishing of the knowledge and experience of the Government or of scientific or technical personnel in connection with the work to be performed under the contract, together with substantial aid and assistance by such personnel, beyond that normally furnished in a research or development contract of the type involved;

(e) Use of Government facilities for working upon or testing new developments in connection with the contract to a degree beyond that normally provided in a research or development contract of the type involved.

While the particular wording of a provision granting such rights to the Government is a matter of negotiation in each case, an approved paragraph for addition to the Patent Rights clause prescribed by § 408.107-1 or § 408.107-2, whichever is applicable, is as follows:

(i) In addition to the rights granted to the Government in the foregoing paragraphs of this clause, the Contractor hereby grants to the Government, under any patents now or hereafter issued with respect to which the Contractor now has, or prior to completion or final settlement of the contract may acquire, the right to grant licenses without becoming liable to pay compensation to others because of such grant, the right to reproduce or to have reproduced articles or materials substantially the same as those delivered to the Government hereunder, and any modifications or improvements thereof, and to practice or cause to be practiced processes developed in the performance of this contract, and to use in their entirety and dispose of in accordance with law articles or materials so reproduced. The acceptance or exercise by the Government of the aforesaid right shall not prevent the Government at any time from contesting the enforceability, validity or scope of, or title to, any patent under which a right is granted by this paragraph. Any rights granted to the Government by this paragraph shall not convey any right to the Government to reproduce or have reproduced any article or material, or to practice or cause to be practiced any process, for the purpose of providing services or supplies to the general public in competition with the Contractor or the Contractor's commercial licensee in the licensed fields. This paragraph shall not be required to be included in any subcontracts hereunder.

**§ 408.107-4 *Foreign patent rights.*** Executive Order 9865 of June 14, 1947, requires that all Government departments and agencies shall, whenever practicable, acquire the right to file foreign patent applications on inventions resulting from research conducted or financed

by the Government. Pursuant to such Executive order, the Departments shall, whenever practicable, include in research or development contracts (other than contracts containing the Patent Rights clause prescribed by § 408.107-2) a commitment by the contractor to convey to the Government the rights necessary to enable the Government to prosecute applications and obtain patents on such inventions in foreign countries. For the purposes of this section, the following clause is approved for use:

#### FOREIGN PATENT RIGHTS

The Contractor agrees, notwithstanding any other provision in this contract to the contrary, (i) to grant to the Government, upon request, title to the foreign rights in each Subject Invention (as defined in the clause of this contract entitled "Patent Rights"), (ii) to inform the Contracting Officer, at the time of making the disclosure provided for under the terms of paragraph (c) (i) of the clause of this contract entitled "Patent Rights," whether or not there has been a publication of such invention and if so, the date and identity of such publication and (iii) to deliver to the Contracting Officer such duly executed instruments (prepared by the Government) of assignment, application papers and rightful oaths as are necessary to vest in the Government with respect to each Subject Invention (A) the sole and exclusive ownership in any foreign patent application and any patent that may issue thereon, and (B) the right to apply for and prosecute such foreign patent applications.

**§ 408.107-5 *Contracts relating to atomic energy.*** The provision set forth below shall be inserted as part of the Patent Rights clause prescribed by § 408.107-1 in all research or development contracts relating to atomic energy. Any request for deviation from the following provision shall be forwarded by the Contracting Officer to the designated section of the Department concerned for reference to the Atomic Energy Commission for determination by it as to whether the provision set forth below must be included in the contract or whether such provision may be modified. The provision referred to is as follows:

( ) With respect to any Subject Invention made by employees of the Contractor (except clerical and manual labor personnel who do not have access to technical data), and relating to the production or utilization of fissionable material or atomic energy within the purview of the Atomic Energy Act of 1946 (42 U. S. C. 1801-1819), the Contractor agrees (i) to furnish to the United States Atomic Energy Commission (hereinafter in this paragraph referred to as "the Commission") through the Contracting Officer complete information regarding such Subject Invention, the Commission to have the sole and conclusive power to determine whether and where a patent application shall be filed, and to determine the disposition of the title to and rights under any such application or any patent that may issue thereon; (ii) to obtain the execution of and deliver to the Commission all documents relating to each such Subject Invention and to do all things necessary or proper to carry out any determination of the Commission, made under subparagraph (i) above; (iii) unless otherwise authorized in writing by the Commission, to obtain patent agreements from all such employees to effectuate the purposes of this paragraph; and (iv) unless otherwise authorized in writing by the Commission, to insert this paragraph in all subcontracts. No claim for pecuniary award



or compensation under the provisions of the Atomic Energy Act of 1946 shall be asserted by the Contractor or its employees with respect to any Subject Invention covered by this paragraph.

**§ 408.108 Follow-up of patent rights.** Appropriate systems of follow-up in connection with research or development contracts should be maintained by the Departments in order that inventions in which the Government may have an interest may be properly identified, and formal agreements evidencing the Government's right therein be obtained.

**§ 408.109 Adjustment of royalties.** The Royalty Adjustment Act of 1942 (35 U. S. C. 89-96) provides a means of reducing royalties charged as an incident of cost in Government procurement when in the opinion of the Secretary of any Department or his authorized representative such royalties are excessive. Action to be taken under said act shall be in accordance with procedures prescribed by each respective Department.

**§ 408.110 Patent interchange agreement.** The Governments of the United States and of the United Kingdom have entered into a patent interchange agreement which provides, among other things, for the use of patented information within the respective countries for the effective period of the agreement and a method of processing claims arising thereunder. Patent claims by nationals of the United Kingdom asserted against any of the Departments shall be referred to the Interdepartmental Patent Interchange Committee in accordance with procedures prescribed by each respective Department.

**§ 408.111 Processing of infringement claims.** The Departments shall process claims for alleged unauthorized use of inventions in accordance with instructions of each respective Department.

#### SUBPART B—COPYRIGHTS

**§ 408.200 Scope of subpart.** This subpart sets forth (a) the policy of the Departments as to use and publication of copyrighted materials and (b) approved contract clauses in connection with the procurement of material subject to copyright.

**§ 408.201 Government use and publication of copyrighted material.** The Departments recognize that the owner of copyrighted material has a property right in such material and it is the policy of the Departments that copyrighted matter will not knowingly be incorporated in publications prepared by or for the Departments, except with the written consent of the copyright owner. The attention of copyright owners should be invited in appropriate instances to the act of July 30, 1947 (17 U. S. C. 8), providing that "the publication or republication by the Government, either separately or in a public document, of any material in which copyright is subsisting shall not be taken to cause any abridgement or annulment of the copyright or to authorize any use or appropriation of such copyright material without the consent of the copyright proprietor."

**§ 408.202 License under copyrightable material.** In any contract under which

material subject to copyright is furnished, the Government should receive at least a royalty-free, nonexclusive and irrevocable license with respect to such material first produced or composed under the contract. Except under the circumstances described in §§ 408.203 and 408.204, it shall be the policy of the Departments to acquire only such license right in any copyrightable material, leaving the Contractor free to take out a copyright in his own name if he so desires. In the event the contractor should incorporate copyrighted or copyrightable material already owned by it or others in the material furnished to the Government, the license should contain a provision whereby the Government is also granted a royalty-free license with respect to such material if the contractor may grant such a license without becoming liable to pay compensation because of such grant. The foregoing generally applies whether the material subject to copyright is the main item of a contract or is merely incidental. For the purposes of this section, the following contract clause is approved for use:

#### COPYRIGHT

(a) The Contractor agrees to and does hereby grant to the Government, and to its officers, agents and employees acting within the scope of their official duties, (1) a royalty-free, nonexclusive and irrevocable license to reproduce, translate, publish, use, and dispose of, and to authorize others so to do, all copyrightable material first produced or composed and delivered to the Government under this contract by the Contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material; and (2) a license as aforesaid under any and all copyrighted or copyrightable work not first produced or composed by the Contractor in the performance of this contract but which is incorporated in the material furnished under the contract: *Provided*, That such license shall be only to the extent the Contractor now has, or prior to completion or final settlement of the contract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

(b) The Contractor agrees that it will exert all reasonable effort to advise the Contracting Officer, at the time of delivering any copyrightable or copyrighted work furnished under this contract, of any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

(c) The Contractor agrees to report to the Contracting Officer, promptly and in reasonable written detail, any notice or claim of copyright infringement received by the Contractor with respect to any material delivered under this contract.

**§ 408.203 Material in which no adverse copyright should be established.** In some instances it may be desirable that copyrightable material produced under contract for the Government shall either be placed in the public domain or a copyright established in the name of the author and assigned to the Government. In such instances, an appropriate clause should be included in the contract, in accordance with Department procedures. Representative instances are the following:

(a) Histories of the respective Departments or services or units thereof;

(b) Publications pertaining to recruiting, morale, training or career guidance prepared for use by the Armed Services for general distribution;

(c) Copyrightable material furnished in the performance of a contract for personal services.

**§ 408.204 Contracts for motion pictures.** The clause set forth below is approved for use in all contracts for motion pictures or the production of motion pictures, and in all contracts for the preparation of motion picture scripts, translations, adaptations and the like:

#### COPYRIGHTS

(a) The Contractor agrees that all material forming the subject matter of this contract and first produced in the performance of this contract shall be the sole property of the Government, and may not be published or reproduced, in whole or in part, or in any manner or form, other than by the Government or with its express consent. The Contractor further agrees that no right at common law or in equity shall be asserted and no claim to copyright by statute shall be established by the Contractor in any material first produced in the performance of this contract.

(b) The Contractor agrees to grant and does hereby grant to the Government a royalty-free, nonexclusive and irrevocable license (1) to publish, translate, reproduce, use, and dispose of, in any manner, any and all copyrighted or copyrightable material not first produced or composed in the performance of this contract but which is incorporated in the material furnished under the contract; and (2) to authorize others so to do.

(c) The Contractor agrees to indemnify and save and hold harmless the Government, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, for (1) violation of proprietary rights, copyright or right of privacy, arising out of the reproduction, use or disposition of any copyrighted or copyrightable material furnished under this contract, or (2) based upon any libelous or other unlawful matter contained in said material.

[F. R. Doc. 49-3090; Filed, Apr. 20, 1949; 8:49 a. m.]

### Chapter V—Department of the Army

#### Subchapter F—Personnel

#### PART 583—FORMER PERSONNEL

#### REPRESENTATIVE ACTIVITIES OF FORMER DEPARTMENTAL PERSONNEL

#### Correction

Federal Register Document 49-2950, appearing on page 1847 of the issue for Saturday, April 16, 1949, incorrectly designated as Part 714, should have been designated Part 583. Section 714.1 therein is redesignated § 583.1.

### Chapter VII—Department of the Air Force

#### Subchapter A—Aid of Civil Authorities and Public Relations

#### PART 805—SAFEGUARDING MILITARY INFORMATION

#### REVISION OF REGULATIONS

The material contained in Chapter VII, Department of the Air Force, 13



F. R. 8751, pertaining to applicability of certain portions of Army Regulations to the Department of the Air Force is hereby amended by revoking the reference of Chapter VII, Part 805, Department of the Air Force to Chapter V, Part 505, Department of the Army and substituting therefor Part 805 as follows:

Sec.	Purpose.
805.1	Definitions.
805.2	Responsibility.
805.3	Authority to classify.
805.4	Precautions necessary for safeguarding.
805.5	Access to classified matter.
805.6	Dissemination.
805.7	Invitations for bids and contracts.
805.8	Restrictions on release of information or sale of matériel.
805.9	Reproduction and photographs of classified matter.
805.10	Loss or subjection to compromise.
805.11	Classification of proprietary processes.
805.12	Legislation pertaining to Department of the Air Force.
805.13	Marking of classified matter.
805.14	Cryptosystems.
805.15	Visitors.
805.16	Authority for admission of visitors.
805.17	Control of visitors.
805.18	Individual responsibility in troop movements.
805.19	Embarkation.
805.20	Movements by air.
805.21	Restricted areas.
805.22	

AUTHORITY: §§ 805.1 to 805.22 issued under R. S. 161; 5 U. S. C. 22.

DERIVATION: AFR 205-1, March 14, 1949.

§ 805.1 *Purpose.* The regulations in this part prescribe policies and procedures for the safeguarding of military information which requires protection and to achieve uniformity in the grading and assignment of classification.

§ 805.2 *Definitions.* For the purpose of the regulations in this part, the following definitions will apply:

(a) *Classified matter.* Information or material in any form or of any nature which in the public interest must be safeguarded in the manner and to the extent required by its importance.

(b) *Document.* Any recorded information regardless of its physical form or characteristics, and includes but is not limited to the following:

(1) All written material whether handwritten, printed, or typed.

(2) All painted, drawn, or engraved material.

(3) All sound or voice recordings.

(4) All printed photographs and exposed or printed film, still or moving.

(5) All reproductions of the foregoing by whatever process.

(c) *Foreign nationals.* All persons not citizens of the United States, and all citizens of the United States who are acting either in the United States or in a foreign country as representatives, officials, or employees of a foreign government, firm, corporation, or individual.

(d) *Material.* Any document, product, or material on or in which information may be recorded or embodied.

(e) *Matériel.* Any article, substance, or apparatus. It comprises military arms, armament, and equipment, both complete and in process of research, development, experimentation, and construction, and includes elements, com-

ponents, accessories, models, fixtures, mock-ups, jigs, and dies associated therewith.

(f) *Military information.* All information (including intelligence) under the control and jurisdiction of the Department of the Air Force or of primary interest to it. This meaning rests primarily on the idea of control, jurisdiction, origin, or degree of interest, rather than on substance of the information.

(g) *Munitions of war.* Any and all items required for war, inclusive of food as well as all other supplies and equipment, but exclusive of manpower.

(h) *Security.* The protected condition of classified matter which prevents unauthorized persons from obtaining information of direct or indirect military value. It is a condition which results from the establishment and maintenance of protective measures which insure a state of inviolability from hostile acts or influences.

(i) *Theater of operations.* A term used to designate that portion of a theater of war necessary for military operations, either offensive or defensive, pursuant to an assigned mission, and for the administration incident to such military operations. Theater limits are usually designated by competent authority. An inactive theater of operations is one in which organized enemy resistance has ceased. Normally, competent authority will announce when a theater of operations becomes inactive.

(j) *Top secret matter.* Information and material (matter), the security aspect of which is paramount, and the unauthorized disclosure of which would cause exceptionally grave damage to the Nation.

(k) *Secret matter.* Information and material (matter), the unauthorized disclosure of which would endanger National security, cause serious injury to the interest or prestige of the Nation, or would be of great advantage to a foreign nation.

(l) *Confidential matter.* Information and material (matter), the unauthorized disclosure of which would be prejudicial to the interests or prestige of the Nation or would cause unwarranted injury to an individual, or be of advantage to a foreign nation.

(m) *Restricted matter.* Information and material (matter) which requires security protection, other than that determined to be top secret, secret, or confidential. (The term "restricted" as used in the regulations in this part as a military security classification is not to be confused with the term "restricted data" as defined in the Atomic Energy Act of 1946 (60 Stat. 755; 42 U. S. C. 1801-1819)).

§ 805.3 *Responsibility.*—(a) *Individual.* The safeguarding of classified military information is the responsibility of all military personnel, civilian employees of the Department of the Air Force, and of management and employees of all commercial firms engaged in classified work or projects for the Department of the Air Force.

(b) *Air Force representatives.* Air Force representatives are the local representatives of the Department of the Air Force, and will take the necessary

measures to insure the safeguarding of classified matter in the hands of contractors and subcontractors or in the process of manufacture in their plants. Air Force representatives will advise contractors and subcontractors as to their responsibilities and the practical measures to be taken to safeguard classified matter.

(c) *Government contractors.* A private individual, firm, or corporation which enters into a contract to engage in work for the Department of the Air Force becomes responsible in matters within his or its control for the safeguarding of all classified matter received or developed in connection therewith. Contractors are also responsible that all classified projects allotted to subcontractors or agents are fully protected by a security agreement. A clause to this effect will be included in all contracts, but its omission will not release the contractor or subcontractor from responsibility under the Espionage Laws and other pertinent laws.

§ 805.4 *Authority to classify.*—(a) *Top secret and secret.* Matter may be classified as top secret or secret only by or by authority of the Secretary, Under Secretary, or an assistant Secretary of the Air Force; the Chief of Staff; commanding generals of major air commands and major subdivisions thereof; commanding generals or commanding officers of numbered air forces, independent commands, services, Air Force bases, air divisions, wings, groups, or depots; chiefs of air missions; air Attachés; air Observers; or general officers.

(b) *Confidential and restricted.* Matter may be classified as confidential or restricted by or by authority of those named in paragraph (a) of this section, or by a commissioned officer.

(c) *Designation of persons to classify.* The designation of persons within a headquarters, unit, or other activity to classify or downgrade matter within such agencies will be made in writing by authorities listed in paragraph (a) of this section.

(d) *Changes in classification.* The authority making the original classification, the authority that has succeeded or assumed the functions of the original authority which no longer exists, or higher authority within the same chain of command, may cancel or change the classification of a document or article of matériel.

§ 805.5 *Precautions necessary for safeguarding.*—(a) *Discussions.* (1) The discussion of classified military information, either public or private, with or in the presence or hearing of any person not authorized to have knowledge thereof, is strictly forbidden. Care must be exercised at all times not only to refrain from discussing classified military information with or in the presence or hearing of unauthorized persons, but also to prevent inspection of or access to such information by unauthorized persons.

(2) When classified military information is discussed with persons who are not subject to military law or employed within the National Military Establishment, they will be informed that it affects the National defense of the United States within the meaning of the Espionage



Laws and that its revelation to an unauthorized person is prohibited by law.

(b) *Telephone conversations.* Information classified higher than restricted will not be discussed over the telephone. Restricted matter may be discussed over the telephone with authorized persons when necessary in the conduct of official business. In addition, restricted messages discussed over the telephone must be paraphrased unless the notation "Paraphrase not required" appears on the message. It is permissible to make reference over the telephone to material in the higher categories, provided such references do not, in the course of the conversation, reveal the substance of those portions of the material under discussion which are so classified. Reference to file numbers, dates, and subject (provided the subject itself is not classified higher than restricted) may be made over the telephone, but great care will be exercised not to reveal substantive matter classified higher than restricted.

(c) *Personal correspondence.* Classified military information will not be included in personal correspondence or messages.

(d) *Commercial publications.* The inclusion of classified military information in any article, thesis, book, or other product written for publication, distribution, or use beyond the control of the Department of the Air Force by military or civilian personnel of the Department of the Air Force, is prohibited. The contribution in any manner of classified military information by Department of the Air Force military or civilian personnel to other persons for use in publications described above constitutes unauthorized disclosure of classified military information and is expressly prohibited. These prohibitions apply equally to management and employees of commercial firms engaged in classified work for the Department of the Air Force.

(e) *Legal instruments.* The disclosure of a place of execution or acknowledgement on a legal instrument by one in or with the armed forces overseas is authorized: *Provided*, That in wartime the military necessity for secrecy of strength and location of troops does not require suppression of such information, the execution of the instrument cannot be deferred without undue hardship, and the information disclosed will be of no substantial value to the enemy when and if it may reach him.

(f) *Rescission.* Classified documents which have been rescinded or superseded will be afforded the protection required for their category until destroyed.

§ 805.6 *Access to classified matter.* No person is entitled solely by virtue of his grade or position to knowledge or possession of classified matter. Such matter will be entrusted only to those individuals whose official military or other Governmental duties require such knowledge or possession. This principle applies equally to command control over the dissemination or distribution of classified matter as well as to individual discussions.

§ 805.7 *Dissemination—(a) To civilian requesters.* Classified military information of primary interest to the

Department of the Air Force may be released as hereinafter set forth to private individuals, firms, corporations, organizations, and Federal or State agencies, provided possession of the information by such persons or agencies is necessary for its or his performance of an official military or other Governmental function. A receipt will be obtained when documents are released to persons or agencies referred to herein.

(b) *Action on requests.* All requests for classified military information from persons or agencies referred to in paragraph (a) of this section, and all proposals originating within the Department of the Air Force to release classified information to such persons or agencies will be forwarded for necessary action to the Chief of Staff, United States Air Force, except as otherwise herein-after set forth:

(1) *Congressional requests.* All requests by the Congress, its committees or members for classified military information will be referred to the Secretary of the Air Force.

(2) *Testimony before committees of the Government.* Whenever a person under the jurisdiction of the Department of the Air Force appears before a committee of the Congress or executive commission, board, committee, or similar group in either executive or public session, and is called upon to give testimony which includes information classified top secret, secret, or confidential, he will not divulge the information unless he has been authorized by the Secretary of the Air Force to do so. The Secretary of the Air Force may, from time to time, authorize certain officers or other persons to disclose such information without his specific prior approval. Any person, when called upon to testify, will immediately endeavor to obtain necessary authority from the Secretary of the Air Force to divulge information which he anticipates will be desired. If he does not have the authority to give such information, he will respectfully state to the committee that he is not authorized to disclose the information desired and that he will endeavor to obtain the necessary authority. When a person is requested to give testimony including information classified top secret, secret, or confidential which he has been authorized by the Secretary of the Air Force to give, or information classified as restricted, he will respectfully request that the testimony be given in executive session only and not appear in the record of hearings, the Congressional Record, or other document open to public inspection.

(3) *Activities involving industrial mobilization.* Applications for information or records originated at the request of the Department of the Air Force for its use in connection with the mobilization of matériel and industrial organizations essential to wartime needs will be referred to the Under Secretary of the Air Force for necessary action. The service of any process or subpoena for the production of any such record will be reported immediately by the person on whom it is served to the United States Attorney for the district in which the service is made, and, at the same time,

directly to the Under Secretary of the Air Force. Pending instructions from the Under Secretary of the Air Force, the requested information will not be furnished.

(4) *Contractors.* Commanding generals, major air commands, are responsible for the release of classified military information to Air Force contractors under their supervision or control who require it in the performance of specific contracts, in accordance with the applicable provisions of § 805.8.

(c) *Foreign nationals.* Exchanges of classified or unclassified military information with foreign nationals or governments will be made only through or with the express permission of the Chief of Staff, United States Air Force. Except as otherwise authorized in specific instructions furnished to interested commands or offices, requests received from foreign nationals or governments for military information, and all proposals originating within the Department of the Air Force to disclose military information to them, will be forwarded for necessary action through military channels to the Chief of Staff, United States Air Force.

§ 805.8 *Invitations for bids and contracts.* (a) In order to prevent the release of any classified information to a prospective bidder, subbidder, contractor, or subcontractor, prior to adequate check of facilities or interest to contracting agencies of the Department of the Air Force, clearance will be obtained in accordance with separate regulation on this subject. After clearance has been granted, and prior to furnishing a prospective bidder, subbidder, contractor, or subcontractor with drawings, specifications, or other classified information concerning any project or projects of a classified nature, a general security agreement will be signed by the individual or by a responsible officer on behalf of the firm or corporation concerned. The execution of the general security agreement with any individual, firm, or corporation will be in force so long as the individual, firm, or corporation retains possession of classified matter, and will constitute authority for delivery to such individual, firm, or corporation from time to time of other or additional classified information required for the submission of bids or performance of contracts, without the necessity of executing a specific security agreement in each case. A receipt will be obtained when classified matter is submitted to those who have entered into such an agreement.

(b) Upon termination of contracts, commanding generals of major air commands may authorize Department of the Air Force contractors under their supervision to retain confidential and restricted matter when the retention thereof is determined to be in the interest of the Air Force, provided such retention is not prejudicial to National security and the material will be appropriately safeguarded.

§ 805.9 *Restrictions on release of information or sale of materiel—(a) General.* Domestic sale, divulging information in connection with negotiations for



foreign sale, and foreign manufacture of items of Air Force, Army, and Navy materiel and equipment are not permitted unless the Departments of the Air Force, Army, and Navy are agreed that military secrecy is not compromised thereby.

(b) *International traffic in arms.* (1) The State Department administers international traffic in arms and military materiel coming within the scope of the Regulations Governing the International Traffic in Arms, Ammunitions, and Implements of War and Other Munitions of War.

(2) The State Department will not release for foreign sale any item coming within the scope of the above-mentioned regulations until the Departments of the Air Force, Army, and Navy have stated that there is no objection to the release on grounds of secrecy affecting the National defense.

§ 805.10 *Reproduction and photographs of classified matter*—(a) *Reproduction.* Classified matter will be reproduced only when necessary to satisfy military or other official Governmental requirements.

(b) *Photographs.* Photographs or similar reproduction of classified features of military equipment, documentary material, or any other classified object or item is prohibited, except as may be made by persons specifically directed or authorized by proper authority for military or other official Governmental purposes. The resulting product will be appropriately classified.

§ 805.11 *Loss or subjection to compromise.* Any person, civilian or military, who may have knowledge of the loss or subjection to compromise of classified matter, or release or disclosure of classified information to any unauthorized person, will promptly report such fact to his immediate superior or commanding officer.

§ 805.12 *Classification of proprietary processes.* Information obtained from civilian manufacturers or individuals concerning proprietary processes will be classified as confidential unless otherwise authorized by the firm or individual concerned.

§ 805.13 *Legislation pertaining to Department of the Air Force.* Recommendations for legislation pertaining to the Department of the Air Force and the nature and content of reports of the Department of the Air Force on bills submitted to it by committees of the Congress will be classified until released by the Secretary of the Air Force. Prior to such release, no information as to any legislative recommendations or reports will be revealed to any individual or agency outside the National Military Establishment except as authorized by the Secretary of the Air Force or as may be required by law.

§ 805.14 *Marking of classified matter.* Documents containing classified military information furnished persons other than those of or in the employ of agencies of the National Military Establishment, will, in addition to being marked top secret, secret, confidential, or restricted, bear the following notation:

"This document contains information affecting the National defense of the United States within the meaning of the Espionage Act, 50 U. S. C., 31 and 32, as amended. Its transmission or the revelation of its contents in any manner to an unauthorized person is prohibited by law."

When classified items of materiel or material which does not lend itself to marking are furnished to such persons, they will be specifically notified in writing of the above notation.

§ 805.15 *Cryptosystems.* Messages may be encrypted in authorized cryptosystems for other departments of the Government or for commercial firms engaged in producing war materials under Government contract, provided the text as supplied by the commercial firm or other Government Department, except the Departments of the Army and Navy, is paraphrased without being referred to the originator, prior to encryption and also after decryption, prior to delivery to an addressee outside the National Military Establishment, except as provided in instructions pertaining to the specific cryptosystem used. Dissemination of copies of encrypted messages to agencies or individuals outside the National Military Establishment will be governed by the applicable provisions of this part pertaining to the release of classified matter.

§ 805.16 *Visitors.* (a) For the purpose of the regulations in this part, a visitor is any person admitted to Air Force installations or commercial facilities under Air Force supervision or control, except those persons on duty at or employed thereat, or who are directly and officially concerned with the activities at such places.

(b) Authorization to visit does not constitute authority for release of documents to visitors.

§ 805.17 *Authority for admission of visitors*—(a) *Foreign nationals.* (1) Subject to the approval of the facility concerned, foreign nationals may be authorized by local authority to visit commercial facilities, provided no classified information, work, or project is shown or discussed.

(2) Foreign nationals may be admitted to Air Force installations for social purposes, for activities open to the general public, for authorized medical treatment, and in connection with emergency landing, by authority of the commanding officer, provided no classified matter is shown or discussed.

(3) Except as provided in paragraph (b) of this section, foreign nationals may be admitted to Air Force installations or commercial facilities where classified work, projects, or features will be shown or discussed, only on written authority of the Chief of Staff, United States Air Force. Requests for such visits should be addressed to the Chief of Staff, Headquarters, United States Air Force, Washington 25, D. C., and will include the following information:

- (i) Name in full.
- (ii) Official title or position.
- (iii) Nationality.
- (iv) Name of installation, facility, or activity to which admission is desired.

(v) Date of visit or dates between which visits are desired.

(vi) Purpose of visit in detail.

(vii) Sponsor.

(b) *Visits by alien employees of Air Force contractors.* Aliens employed by Department of the Air Force contractors may visit Air Force installations and commercial facilities where classified work, projects, or features will be shown or discussed on authority of commanding generals, major air commands, without reference to higher authority, under the following conditions:

(1) The authority of commanding generals, major air commands, to approve such visits will be limited to employees of contractors under their respective jurisdiction who have been granted Secretary consent for employment on classified work, for visits to installations or facilities under their jurisdiction, provided the visits are necessary in the furtherance of Department of the Air Force projects or contracts.

(2) Authorization for such visits will be in writing and will specify the purpose of the visit, limitations on clearance or degree and type of information which will be shown or discussed, time and place of visits. These visitors will not be permitted access to information classified higher than that indicated in the letter granting consent for employment on classified work.

(3) Approval of the Departments of the Army and/or Navy will be obtained in all cases of joint projects or contracts being performed at the place to be visited, or recommendations of said Departments where the facility to be visited is engaged in the performance of Army and/or Navy contracts in addition to Air Force contracts.

(4) Approval of the facility to be visited will be obtained.

(c) *United States citizens.* United States citizens, except those employed by or representing a foreign government, individual, firm, or corporation, may be permitted to visit Department of the Air Force installations and commercial facilities engaged on classified work or projects, under the following conditions:

(1) Casual visitors, accredited reporters, photographers, and other representatives of publicity agencies may be admitted on the authority of commanding officer, Air Force representative, or contractor concerned, provided classified matter is not shown or discussed with them.

(2) Representatives of other United States Government agencies, manufacturers and their representatives, engineers, inventors and other persons cooperating in Department of the Air Force work and having a legitimate Government interest therein, may be shown such classified works or projects as are considered necessary and desirable on authority of the commanding general, major air command concerned, provided they have been cleared for access to such classified matter. Authority for admission will be in writing and subject to the approval of the contractor concerned in the event it involves visits to commercial facilities.

§ 805.18 *Control of visitors*—(a) *Responsibility.* The commanding officer of



an Air Force installation or the Air Force representative at a commercial facility is the local representative of the Department of the Air Force in matters regarding the admission of visitors. If, in his opinion, the situation at the time makes the admission of a visitor inadvisable, he is empowered to postpone the visit and promptly request instructions from the office which authorized the visit.

(b) *Restrictions on movements of visitors.* The commanding officer of an Air Force installation, the Air Force representative at a commercial facility, and Department of the Air Force contractors must place such necessary restrictions on the movement of visitors entering their installations or facilities as will insure adequate security of top secret, secret, confidential, and restricted matter in their possession, custody, or control. In view of the wide differences in organization, area, arrangement, and physical make-up of individual installations and facilities, no specific rules are practicable. Therefore, local conditions and the classification of the material will determine the security measures to be adopted. The following general procedures in regard to visitors are prescribed:

(1) Visitors to facilities engaged in classified work or projects for the Department of the Air Force will be accompanied during their stay by the Air Force representative, a member of his office, or other responsible person, who is specifically informed as to the necessary limitations or restrictions, the scope of the visit, and the information which may be furnished.

(2) Visitors to Air Force installations who have been specifically authorized access to classified matter will be accompanied by the commanding officer or his designated representative, who will be informed as to the necessary limitations or restrictions placed upon the visitor.

(3) Unless specifically authorized by the authorities mentioned in § 805.17, visitors will not be allowed in any shop, laboratory, drafting room, section, or area where classified work is in progress, nor will they be permitted to take photographs therein.

§ 805.19 *Individual responsibility in troop movements.* (a) All persons connected with the military service who receive information concerning movements of personnel or supplies are forbidden to make public or to inform unauthorized persons of any classified element of such information.

(b) When it is necessary to advise relatives or other persons of approaching departure, individuals connected with the military service will not disclose any classified information.

(c) Arrival in a theater of operations does not diminish the necessity for safeguarding classified elements of information concerning the movement. After such arrival, no information will be given to unauthorized persons concerning names, destinations or organizations, names of vessels, data concerning convoys, routes pursued, measures taken to avoid attack, date of arrival, debarkation or departure, number of troops, or kinds of cargoes carried.

§ 805.20 *Embarkation.* (a) All persons not on official business will be excluded from the piers at all times.

(b) Members of families, relatives, or friends of personnel under oversea movement or travel orders will not be allowed in the vicinity of the piers on the day of sailing.

§ 805.21 *Movements by air.* Generally, the same requirements for water movements apply to movements by air of units or subdivisions thereof to a theater of operations.

§ 805.22 *Restricted areas.* The commanding officer of a military installation, reservation, post, camp, or station will cause any person not subject to military law who enters a restricted area or building to be detained, warned of his rights, and interrogated by proper authority. If it is a first offense and there is no evidence of deliberate intent, the offender may be warned against repetition and released upon the surrender of any unlawful photograph, sketch, picture, drawing, map, or graphic representation in his possession. Otherwise, the offender will be delivered without unnecessary delay to the nearest United States marshal.

[SEAL]

L. L. JUDGE,  
Colonel, U. S. Air Force,  
Air Adjutant General.

[F. R. Doc. 49-3091; Filed, Apr. 20, 1949;  
8:49 a. m.]

## TITLE 24—HOUSING AND HOUSING CREDIT

### Chapter VIII—Office of Housing Expediter

[Controlled Housing Rent Reg.,<sup>1</sup> Amdt. 86]

#### PART 825—RENT REGULATIONS UNDER THE HOUSING AND RENT ACT OF 1947, AS AMENDED

##### CONTROLLED HOUSING RENT REGULATION

The Controlled Housing Rent Regulation (§§ 825.1 to 825.12) is amended in the following respect:

A new Item 48 is hereby incorporated in Schedule B, to read as follows:

48. Provisions relating to Orange County, California, a portion of the Los Angeles, California, Defense-Rental Area:

*Increase in maximum rents based upon the recommendation of the local advisory board.* Effective April 20, 1949, an increase of 7 percent is hereby authorized in the maximum rents of those housing accommodations in Orange County, California, a portion of the Los Angeles, California, Defense-Rental Area, for which (a) the maximum rent was first determined under section 4 (a) or 4 (b) of the Rent Regulation for Housing issued pursuant to the Emergency Price Control Act of 1942, as amended, or (b) the maximum rent was fixed by an order entered under the applicable rent regulation fixing the maximum rent on the basis of the rent generally prevailing in the defense-rental area for comparable housing accommodations on March 1, 1942, or on the

<sup>1</sup> 13 F. R. 5706, 5788, 5877, 5937, 6246, 6283, 6411, 6556, 6881, 6910, 7299, 7671, 7801, 7862, 8217, 8327, 8386; 14 F. R. 17, 93, 143, 271, 337, 456, 627, 632, 695, 856, 918, 979, 1005, 1083, 1345, 1394, 1519, 1570, 1571, 1587, 1666, 1667, 1733, 1760.

basis of such generally prevailing rent plus the 7 percent increase heretofore granted by Schedule B, Item 28: *Provided, however,* That where any adjustment was heretofore ordered on or after August 22, 1947 under § 825.5 (a) (12) or 825.5 (a) (16) the amount of such adjustment shall be excluded in determining the increased maximum rent: *And provided further,* That where housing accommodations are or were covered by a statutory lease as defined in § 825.4 (b), the increase hereby authorized shall not apply until after the termination of such lease, and after such termination the maximum rent shall be determined by the provisions of § 825.4 (b) (2).

Any maximum rent for housing accommodations in said Orange County which is substantially lower than comparability shall be eligible for adjustment on the basis of comparability on the filing of an individual petition for adjustment under § 825.5 (a) (11). As applied to housing accommodations in said Orange County, "comparability" means the rent generally prevailing in the defense-rental area for comparable housing accommodations on March 1, 1942, plus (a) the 7 percent increase heretofore granted by Schedule B, Item 28, and (b) the additional 7 percent increase granted by this Item 48 of Schedule B.

All provisions of §§ 825.1 to 825.12 insofar as they are applicable to said Orange County are hereby amended to the extent necessary to carry these provisions into effect.

(Sec. 204 (d), 61 Stat. 197, as amended by 62 Stat. 37, by 62 Stat. 94 and by Pub. Law 31, 81st Cong.; 50 U. S. C. App. 1894 (d). Applies sec. 204, 61 Stat. 197, as amended by 62 Stat. 37, by 62 Stat. 94 and by Pub. Law 31, 81st Cong.; 50 U. S. C. App. 1894)

This amendment shall become effective April 20, 1949.

Issued this 18th day of April 1949.

TIGHE E. WOODS,  
Housing Expediter.

[F. R. Doc. 49-3113; Filed, Apr. 20, 1949;  
8:54 a. m.]

[Controlled Rooms in Rooming Houses and Other Establishments Rent Reg.,<sup>1</sup> Amdt. 81]

#### PART 825—RENT REGULATIONS UNDER THE HOUSING AND RENT ACT OF 1947, AS AMENDED

##### RENT REGULATION FOR CONTROLLED ROOMS IN ROOMING HOUSES AND OTHER ESTABLISHMENTS

The Rent Regulation for Controlled Rooms in Rooming Houses and Other Establishments (§§ 825.81 to 825.92) is amended in the following respect:

A new Item 48 is hereby incorporated in Schedule B, to read as follows:

48. Provisions relating to Orange County, California, a portion of the Los Angeles, California, Defense-Rental Area:

*Increase in maximum rents based upon the recommendation of the local advisory board.* Effective April 20, 1949, an increase of 7 percent is hereby authorized in the maximum rents of those housing accommoda-

<sup>1</sup> 13 F. R. 5750, 5789, 5875, 5937, 5938, 6247, 6283, 6411, 6556, 6882, 6911, 7299, 7672, 7801, 7862, 8218, 8219, 8328, 8388; 14 F. R. 18, 272, 337, 457, 627, 682, 695, 857, 918, 978, 1083, 1345, 1520, 1570, 1582, 1587, 1669, 1670, 1734, 1759.



tions in Orange County, California, a portion of the Los Angeles, California, Defense-Rental Area, for which (a) the maximum rent was first determined under section 4 (a) of the Rent Regulation for Transient Hotels, Residential Hotels, Rooming Houses and Motor Courts issued pursuant to the Emergency Price Control Act of 1942, as amended, or (b) the maximum rent was fixed by an order entered under the applicable rent regulation fixing the maximum rent on the basis of the rent generally prevailing in the defense-rental area for comparable housing accommodations on March 1, 1942, or on the basis of such generally prevailing rent plus the 7 percent increase heretofore granted by Schedule B, Item 29: *Provided, however, That where any adjustment was heretofore ordered on or after August 22, 1947 under § 825.85 (a) (9) the amount of such adjustment shall be excluded in determining the increased maximum rent: And provided further, That where housing accommodations are or were covered by a statutory lease, as defined in § 825.84 (b), the increase hereby authorized shall not apply until after the termination of such lease, and after such termination the maximum rent shall be determined by the provisions of § 825.84 (b) (2).*

Any maximum rent for housing accommodations in said Orange County which is substantially lower than comparability shall be eligible for adjustment on the basis of comparability on the filing of an individual petition for adjustment under § 825.85 (a) (8). As applied to housing accommodations in said Orange County, "comparability" means the rent generally prevailing in the defense-rental area for comparable housing accommodations on March 1, 1942, plus (a) the 7 percent increase heretofore granted by Schedule B, Item 29, and (b) the additional 7 percent increase granted by this Item 48 of Schedule B.

All provisions of §§ 825.81 to 825.92 insofar as they are applicable to said Orange County are hereby amended to the extent necessary to carry these provisions into effect.

(Sec. 204 (d), 61 Stat. 197, as amended by 62 Stat. 37, by 62 Stat. 94 and by Pub. Law 31, 81st Cong.; 50 U. S. C. App. 1894 (d). Applies sec. 204, 61 Stat. 197, as amended by 62 Stat. 37, by 62 Stat. 94 and by Pub. Law 31, 81st Cong.; 50 U. S. C. App. 1894)

This amendment shall become effective April 20, 1949.

Issued this 18th day of April 1949.

TIGHE E. WOODS,  
Housing Expediter.

[F. R. Doc. 49-3114; Filed, Apr. 20, 1949; 8:55 a. m.]

## TITLE 38—PENSIONS, BONUSES, AND VETERANS' RELIEF

### Chapter I—Veterans' Administration

#### PART 3—VETERANS' CLAIMS

#### PART 4—DEPENDENTS AND BENEFICIARIES CLAIMS

#### MISCELLANEOUS AMENDMENTS

1. In Part 3, § 3.48 is amended to read as follows:

§ 3.48 *Secondary evidence*—(a) *Birth or marriage*. The classes of evidence to be requested for the purpose of establishing age or relationship or marriage are indicated in §§ 3.46 and 3.50 in the

order of preference. Failure to furnish the higher class, however, does not preclude the acceptance of a lower class if the evidence furnished is sufficient to prove the point involved.

(b) *Birth, marriage or death*. A certified copy or abstract of a record referred to in §§ 3.46, 3.50 and 3.55 which is not certified over the signature and official seal of the person having custody of the record will nevertheless be accepted if:

(1) The person having custody of the record has no official seal and the copy or abstract bears his signature and is either sworn to by him or is on a blank printed especially for that purpose; or

(2) The copy is made by a field examiner or other employer of the Veterans' Administration to whom VA Form 5-4505 has been issued.

(c) *Photostats*. Photostats of original documents or of certified copies of records of birth, marriage or death will be accepted if the original would be acceptable. (Sec. 5, 43 Stat. 608, secs. 1, 2, 46 Stat. 1016, sec. 7, 48 Stat. 9; 38 U. S. C. 11, 11a, 426, 707)

2. In Part 4, § 4.0 is amended to read as follows:

§ 4.0 *Application for death benefits*—

(a) *General*. A specific claim on the form prescribed by the Administrator of Veterans' Affairs must be filed by the widow, child or children and/or dependent mother or father applying for pension or compensation or by the claimant for accrued benefits. A claim for compensation under the General Law based on service prior to April 21, 1898, must be executed before a notary public or other officer authorized to administer oaths for general purposes, or before an employee of the Veterans' Administration to whom authority to administer oaths has been delegated by the Administrator. A claim for pension or compensation filed by a widow or by the next friend or guardian of a child or by a parent will also be considered as a claim for any accrued amount due: *Provided, That a claim filed by a widow in which additional pension or compensation is claimed on account of a child or children in her custody, who herself does not have title, will be accepted as a valid claim on behalf of the child or children.*

(b) *Furnishing of claim forms by Veterans' Administration*—(1) *General*. Upon receipt of notice of death of a veteran, the appropriate application blank (VA Form 8-534 or 8-535) will be forwarded for execution by or on behalf of any dependent who has apparent entitlement to death compensation or pension. If the potential claim involves establishment of foster relationship, VA Form 8-524 will also be sent. If it is not indicated that any person would be entitled to receive death compensation or pension, but there is payable accrued disability compensation, disability pension, retirement pay, subsistence allowance or readjustment allowance, not paid during the veteran's lifetime, VA Form 8-614 or, where appropriate, VA Form 8-551, will be forwarded to the preferred dependent. In all letters transmitting applications for accrued benefits, notice of the time limit for filing claim will be included.

(2) *Accrued readjustment allowance*. A claim for accrued readjustment allowance will be initiated only upon receipt of a certification from the readjustment allowance agent showing the amount payable and the period covered thereby.

(3) *Death due to Veterans' Administration hospital treatment, etc.* An application for benefits under section 31, Public No. 141, 73d Congress, section 12, Public No. 866, 76th Congress, or section 4, Public Law 16, 78th Congress, will not be initiated. A statement on VA Form 8-534 or 8-535 showing an intent to file a claim under those specific provisions of the law may be accepted as a claim; otherwise it will be necessary for the claimant to complete and file VA Form 8-577, in addition to VA Form 8-534 or 8-535.

(c) *Informal claims*. The provisions of § 3.27 of this chapter are for application under any law authorizing the payment of death pension or death compensation where the claim is based upon service rendered on or after April 21, 1898. (Sec. 1, Pub. Law 144, 78th Cong.)

(d) *New and material evidence*. For the purposes of any law authorizing the payment of death pension or death compensation based on service rendered on or after April 21, 1898, new and material evidence relating to the same factual basis as that of a finally disallowed claim shall be accepted as a claim in determining the commencing date of an award, when such evidence or accompanying communication meets the requirements of an informal claim. (38 U. S. C. ch. 12, Veteran's Reg. No. 2 (d), pt. I, par. I (a) (3), and sec. 1, Pub. Law 144, 78th Cong.) (See §§ 3.201 and 3.205 of this chapter.)

(e) *Time limit*—(1) *Notice of time limit for filing evidence*. In the event the claimant's application is not complete at the time of original submission, the Veterans' Administration will notify the claimant of the evidence necessary to complete the application and if such evidence is not received within one year from the date of request therefor, pension or compensation may not be paid by virtue of that application (Veteran's Reg. No. 2 (d), Part I, par. I (a) (2)) (38 U. S. C., ch. 12).

(2) *Failure to furnish claim or notice of time limit*. Failure to furnish a potential claimant any form or information concerning the right to file claim for pension or compensation, or to furnish notice of the time limit for the submission of evidence, or to furnish notice of the time limit for the filing of an appeal (see § 3.7 of this chapter), will not extend the period allowed for these actions. (17 Stat. 566, 567, secs. 1, 2, 27 Stat. 272, sec. 5, 43 Stat. 608, secs. 1, 2, 46 Stat. 1016, secs. 7, 9, 20, 48 Stat. 9, 10, 309; 38 U. S. C. 11, 11a, 42, 151, 152, 426, 707, 709, 722)

3. In Part 4, the cross references following § 4.0 are changed to read as follows:

CROSS REFERENCES: Appeals. See Part II, Veteran's Reg. No. 2 series (38 U. S. C., ch. 12) and §§ 3.328 to 3.333 of this chapter.

Computation of time limit. See § 3.29 of this chapter.



*Execution of papers in a foreign country.* See § 3.32 of this chapter.

*Written and oral testimony to be under oath; administration of oath by employees.* See § 3.30 of this chapter.

4. In Part 4, the cross reference immediately preceding § 4.17 and the cross reference immediately following § 4.17 are deleted.

5. In Part 4, § 4.17 is amended to read as follows:

§ 4.17 *Determination of domestic relations questions—(a) Jurisdiction over determinations.* (1) Determinations of domestic relations questions other than those indicated in § 14.502 of this chapter may be made by the adjudicating office in district office and central office cases where, as contemplated by the last sentence of § 3.6 of this chapter, the circumstances involved are on all-fours with those in a case in which a formal opinion has been rendered by the solicitor or by a chief attorney. Except as provided in paragraph (d) (2) of this section, determinations made by the adjudicating offices will be approved in cases under the jurisdiction of a district office, by the director, claims service; in cases under the jurisdiction of central office, by the chief, adjudicating division.

(2) Within the limitations described in subparagraph (1) of this paragraph, determinations may be made by the adjudicating office of domestic relations questions, including the legality of adoption except where the letters of adoption are not regular on their face or circumstances surrounding the adoption suggest that the procedure was not accomplished in conformity with the law of the state involved.

(3) Determinations involving application of the doctrine of estoppel to deny remarriage or the effect of annulment decrees which might operate to grant benefits to a person whose marriage or remarriage since the death of the veteran has been annulled will be submitted to the solicitor.

(b) *Evidence requirements to establish marital status.* Where the evidence of marital status meets the requirements of § 3.50 of this chapter, a determination will be made by the adjudicating office. If such evidence cannot be furnished, the claimant will be required to explain the reason. This explanation will be considered evidence and the time limit for the submission of evidence will be applicable.

(c) *Determinations where evidence of marital status is incomplete.* Claims will not be disallowed merely because a claimant is unable to furnish satisfactory evidence of the dissolution of prior marriages of either spouse. In such instances, after all facts affecting the validity of the marriage are established by the best obtainable evidence, a determination of the validity of the marriage will be made on the evidence of record by the adjudicating agency or the case will

be referred to the chief attorney of the regional office in whose area the district office is located or to central office for consideration.

(d) *Common-law marriages.* (1) When a common-law marriage is alleged, the claimant will be required to establish a prima facie case of marriage by submitting an affidavit setting out in detail all of the facts and circumstances concerning the alleged common-law marriage such as the agreement between the parties at the inception of their cohabitation, the period of cohabitation, places and dates of residence, and whether or not children were born as the result of such relationship. This affidavit should also show whether the parties were members of any church or organization as husband and wife, had jointly entered into any business transaction or jointly executed any legal document, or had held title jointly to any real estate. There should also be required similar affidavits of two or more persons who know as the result of personal observation the reputed relationship which existed between the parties of the alleged common-law marriage, including the periods of cohabitation, places of residence, whether the parties held themselves out as husband and wife and whether they were generally accepted as such in the communities in which they lived. In the event that children were born as the result of such cohabitation, the claimant should furnish the birth certificates of such children.

(2) In any case in which it is shown that the parties to an alleged common-law marriage have at all times during their cohabitation resided only in jurisdictions which do not now recognize common-law marriages and have not recognized such marriages since the time of the inception of their cohabitation, the claim based on common-law marriage may be disallowed by the adjudicating office without submission.

(e) *Submission of questions for original opinion.* Requests for legal opinions concerning domestic relations of doubtful legality involving circumstances other than those outlined in paragraph (a) (1) and (2) of this section will be made in memorandum form, setting forth the question upon which an opinion is desired, together with a complete and accurate statement of the facts involved. The request, accompanied by the claims folder, will be addressed in district office cases, by the director, claims service, to the chief attorney of the regional office in whose area the district office is located; in central office cases, by the director of the service concerned to the solicitor. (R. S. 4705, sec. 5, 43 Stat. 608, secs. 1, 2, 46 Stat. 1016, sec. 7, 48 Stat. 9; 38 U. S. C. 11, 11a, 198, 426, 707)

6. In Part 4, the cross reference immediately following § 4.19 is changed to include the following:

*Cross references: Proof of birth or relationship.* See § 3.46 of this chapter.

*Proof of marriage.* See § 3.50 of this chapter.

*Proof of death.* See § 3.55 of this chapter. *Conditions which determine dependency.* See § 3.57 of this chapter.

7. In Part 4, § 4.20 is amended to read as follows:

§ 4.20 *Death of veteran due to service: general law.* For the purposes of sections 4702 and 4707, Revised Statutes, as amended, the widow, child or children, or dependent mother or dependent father of any person embraced within sections 4692 and 4693, Revised Statutes, or the remarried widow of any such person who served in the Civil War, an Indian War, Spanish American War, Boxer Rebellion, or Philippine Insurrection, who died of a disability contracted in the service in line of duty, regardless of the character of discharge, shall be entitled to receive pension at the monthly rates specified in § 4.122 (a) or (b), or 4.124. (Sec. 5, 43 Stat. 608, secs. 1, 2, 46 Stat. 1016, sec. 7, 48 Stat. 9, secs. 1, 2, 3, 56 Stat. 731; 38 U. S. C. 11, 11a, 426, 707, ch. 12 note)

[SEAL] O. W. CLARK,  
Executive Assistant Administrator.

[F. R. Doc. 49-3103; Filed, Apr. 20, 1949;  
8:47 a. m.]

## TITLE 45—PUBLIC WELFARE

### Chapter I—Office of Education, Federal Security Agency

#### PART 102—VOCATIONAL EDUCATION; POLICIES APPLYING TO USE OF FEDERAL FUNDS

##### TRAINING FOR SERVICE OCCUPATIONS

Section 102.163 is amended to read as follows:

§ 102.163 *Training for service occupations.* Training may be given in service occupations which are trade and industrial in nature, such as: (a) Fire prevention and fire fighting; (b) plant maintenance; (c) water supply and sewage disposal; (d) construction and repair of streets and highways; (e) inspection in the interest of health and safety; and (f) domestic and personal service occupations for wages in homes or service establishments.

Dated: April 14, 1949.

[SEAL] EARL J. McGRATH,  
Commissioner of Education.

Approved:

J. DONALD KINGSLEY,  
Acting Federal Security  
Administrator.

[F. R. Doc. 49-3099; Filed, Apr. 20, 1949;  
8:49 a. m.]



## PROPOSED RULE MAKING

### DEPARTMENT OF AGRICULTURE

#### Production and Marketing Administration

#### [ 7 CFR, Part 954 ]

#### HANDLING OF MILK IN THE DULUTH- SUPERIOR MARKETING AREA

#### DECISION WITH RESPECT TO PROPOSED MAR- KETING AGREEMENT AND PROPOSED AMEND- MENT TO ORDER

Pursuant to Public Act No. 10, 73d Congress (May 12, 1933) as amended and as reenacted and amended by the Agricultural Marketing Agreement Act of 1937, as amended (hereinafter referred to as the "act") and the rules of practice and procedure, as amended, governing proceedings to formulate marketing agreements and orders (7 CFR Supps., 900.1 et seq.), a public hearing was held at Duluth, Minnesota, on March 30, 1949, pursuant to the notice thereof which was published in the FEDERAL REGISTER on March 26, 1949 (14 F. R. 1384), upon proposed amendments to the tentative marketing agreement and to the order, as amended, regulating the handling of milk in the Duluth-Superior marketing area.

The only issue presented at the hearing was the amounts of the Class I and Class II differentials during the months of May, June, July, and August 1949.

*Findings and conclusions.* The following findings and conclusions on this issue are based upon the evidence introduced at the hearing and the record pertaining thereto.

(1) The Class I differential should be \$1.00 and the Class II differential should be 60 cents per hundredweight during the months of May, June, July, and August 1949.

Precipitation in the milkshed from July 1947 to September 1948 was far below normal. Figures from the Duluth Weather Bureau show precipitation during the period July 1947 through August 1948, inclusive, of 29.21 inches as compared with a normal precipitation of 34.88 inches. This is a shortage of 5.67 inches.

This shortage of precipitation resulted in a hay crop approximately 30 to 50 percent of normal. Producers expended approximately \$1,000,000.00 more in purchasing hay than is normally expended for this purpose. The poor quality of hay available necessitated larger expenditures than usual for grain feeds to supplement the poor hay. The short hay crop further resulted in serious damage to pasture fields and hay meadows because of the attendant over-grazing. The record of precipitation shows that this drought condition continued after August 1948. The precipitation from September 1948 through February 1949, inclusive, was only 6.84 inches as compared with an average of 10.24 inches for the same months. This is a deficit of 3.40 inches. This results in a condition more susceptible to drought conditions this coming summer than was the case last year. Testimony of county agents from

the three counties in Minnesota and Wisconsin within which a large percentage of the milk for the market is produced revealed that prospects for pasture and hay this year are not favorable not only because of damage to the old fields due to lack of precipitation but also because the program of pasture renovation and seeding of new hay meadows in 1948 was almost a complete failure. The dryness of last year prevented proper growth of the seed. The pasture renovation and seeding work should be repeated this year with more labor, lime, fertilizer and feed and the land must again be prepared for seeding. Some producers will be financially unable to make the necessary outlay of money this year because of the extra cost of hay in 1948.

Statistics show that the number of producers on the market, excluding producer-handlers, was 1241 in 1946, 1232 in 1947, and 1180 in 1948. The milk received from these producers amounted to 81,301,118 pounds in 1946, 84,016,833 pounds in 1947, and 80,903,074 pounds in 1948. The number of producer-handlers in the market has been decreasing. In 1946 there were 25 producer-handlers handling 4,423,151 pounds of milk, in 1947 there were 16 handling 3,036,135 pounds of milk, and in 1948 there were 9 handling 1,892,770 pounds of milk. This results in more demand for milk of producers who are not producer-handlers. Although the receipts of producer milk in January and February 1949 were greater than those during the corresponding months of 1948, they were less than those during the same months of 1947. In 1948 there were 6 months when receipts of milk did not equal 105 percent of the total Class I and Class II utilization.

Class I sales were 51,161,977 pounds in 1946, 54,548,466 pounds in 1947, and 56,204,880 pounds in 1948. Class I sales were 4,199,326 pounds in January 1946, 4,558,161 pounds in January 1947, 4,597,856 pounds in January 1948, and 4,843,521 pounds in January 1949. Class I sales were 3,808,465 pounds in February 1946, 4,092,013 pounds in February 1947, 4,250,216 pounds in February 1948, and 4,452,675 pounds in February 1949.

The price received for milk by producers in January 1949 was 87 cents and in February 1949 was \$1.01 per hundredweight less than the price for the respective months one year earlier. The present order provides for a Class I differential of 60 cents and a Class II differential of 35 cents over the Class III price during the months of May, June, July, and August of each year.

All witnesses testified that because of the extra money expended by producers for hay and feed grains, the necessity for again renovating pastures and reseeding hay fields, and the decrease of approximately \$1.00 per hundredweight in the price of milk, the prevention of a decrease in the Class I and Class II differentials May 1, 1949, is necessary to prevent the selling of young replacements, the reduction or liquidation of herds and to insure a supply of pure and wholesome

milk sufficient to meet the market demands.

(2) The due and timely execution of the function of the Secretary under the act imperatively and unavoidably requires the omission of a recommended decision by the Assistant Administrator, Production and Marketing Administration, and exceptions thereto.

The hearing record established that immediate action must be taken if an amendment is to meet effectively the urgent supply and demand problem sought to be alleviated. With respect to such problem, the critical situation will be aggravated on and after May 1, 1949. The delay necessarily involved in the preparation, filing and publication of a recommended decision and exceptions thereto would defeat the purpose of the amendment.

The omission of the recommended decision and filing of exceptions was requested on the record. There was no testimony in opposition to this request. No briefs or proposed findings and conclusions were filed within the time allowed.

(3) *General findings and conclusions.* (a) The proposed marketing agreement and the order, as amended and as hereby proposed to be further amended and all of the terms and conditions thereof will tend to effectuate the declared policy of the act;

(b) The prices calculated to give milk produced for sale in the said marketing area a purchasing power equivalent to the purchasing power of such milk as determined pursuant to sections 2 and 8e of the act are not reasonable in view of the price of feeds, available supplies of feeds, and other economic conditions which affect market supply of and demand for such milk, and the minimum prices specified in the proposed marketing agreement and order, as amended, and as hereby proposed to be further amended, are such prices as will reflect the aforesaid factors, insure a sufficient quantity of pure and wholesome milk, and be in the public interest; and

(c) The proposed marketing agreement and order, as amended and as hereby proposed to be further amended, regulate the handling of milk in the same manner as and are applicable only to persons in the respective classes of industrial and commercial activity specified in a marketing agreement upon which a hearing has been held.

*Marketing agreement and order.* Annexed hereto and made a part hereof are two documents entitled "Marketing Agreement Regulating the Handling of Milk in the Duluth-Superior Marketing Area" and "Order Amending the Order, As Amended, Regulating the Handling of Milk in the Duluth-Superior Marketing Area," which have been decided upon as the appropriate and detailed means of effecting the foregoing conclusions. These documents shall not become effective unless and until the requirements of § 900.14 of the rules of practice and procedure, as amended, governing proceed-



ings to formulate marketing agreements and orders have been met.

It is hereby ordered that all of this decision, except the attached marketing agreement, be published in the FEDERAL REGISTER. The regulatory provisions of said marketing agreement are identical with those contained in the order, as amended, and as hereby proposed to be further amended by the attached order which will be published with this decision.

This decision filed at Washington, D. C., this 15th day of April 1949.

[SEAL] CHARLES F. BRANNAN,  
Secretary of Agriculture.

*Order<sup>1</sup> Amending the Order, as Amended,  
Regulating the Handling of Milk in the  
Duluth-Superior Marketing Area*

§ 954.0 Findings and determinations. The findings and determinations herein-after set forth are supplementary and in addition to the findings and determinations previously made in connection with the issuance of the aforesaid order and of each of the previously issued amendments thereto; and all of said previous findings and determinations are hereby ratified and affirmed, except insofar as such findings and determinations may be in conflict with the findings and determinations set forth herein.

(a) Findings upon the basis of the hearing record. Pursuant to Public Act No. 10, 73d Congress (May 12, 1933), as amended and as reenacted and amended by the Agricultural Marketing Agreement Act of 1937, as amended (hereinafter referred to as the "act"), and the rules of practice and procedure governing the formulation of marketing agreements and orders (7 CFR, Supps. 900.1 et seq.), a public hearing was held upon certain proposed amendments to the tentative marketing agreement and to the order, as amended, regulating the handling of milk in the Duluth-Superior marketing area. Upon the basis of the evidence introduced at such hearing and the record thereof, it is found that:

(1) The said order, as amended, and as hereby further amended, and all of the terms and conditions of said order, as amended, and as hereby further amended, will tend to effectuate the declared policy of the act;

(2) The prices calculated to give milk produced for sale in said marketing area a purchasing power equivalent to the purchasing power of such milk as determined pursuant to section 2 and 8e of the act are not reasonable in view of the price of feeds, available supplies of feeds, and other economic conditions which affect market supplies of and demand for such milk, and the minimum prices specified in the order, as amended, and as hereby further amended, are such

prices as will reflect the aforesaid factors, insure a sufficient quantity of pure and wholesome milk and be in the public interest; and

(3) The said order, as amended, and as hereby further amended, regulates the handling of milk in the same manner as and is applicable only to persons in the respective classes of industrial and commercial activity specified in a marketing agreement upon which a hearing has been held.

*Order relative to handling.* It is therefore ordered, that on and after the effective date hereof, the handling of milk in the Duluth-Superior marketing area shall be in conformity to and in compliance with the terms and conditions of the aforesaid order, as amended, and as hereby further amended; and the aforesaid order, as amended, is hereby further amended as follows:

1. Add at the end of § 954.5 (a) (1) the following: "Provided, That for each of the delivery periods of May, June, July, and August 1949 the price for Class III milk for such delivery period plus \$1.00."

2. Add at the end of § 954.5 (a) (2) the following: "Provided, That for each of the delivery periods of May, June, July, and August 1949 the price for Class III milk for such delivery period plus 60 cents."

[F. R. Doc. 49-3101; Filed, Apr. 20, 1949; 8:47 a. m.]

## NOTICES

### DEPARTMENT OF THE INTERIOR

#### Bureau of Reclamation

[No. 4]

#### KENDRICK IRRIGATION PROJECT, WYOMING

##### NOTICE OF TEMPORARY WATER SERVICE

APRIL 1, 1949.

1. *Water rental.* Irrigation water will be furnished, when available upon a rental basis under approved applications for temporary water service during the irrigation season of 1949 (May 1 to September 30, inclusive), where the progress of construction will permit, to the irrigable lands in the first unit of the Casper-Alcova Irrigation District described below.

#### SIXTH PRINCIPAL MERIDIAN

T. 33 N., R. 80 W.

Sec. 1, W $\frac{1}{2}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ NW $\frac{1}{4}$ ;  
Sec. 2, NE $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
Sec. 3, 4;  
Sec. 5, NE $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
Sec. 7, NE $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
Sec. 8;  
Sec. 10, NE $\frac{1}{4}$ , NW $\frac{1}{4}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
Sec. 17, NE $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$ .

T. 34 N., R. 80 W.

Sec. 5, SpSW $\frac{1}{4}$ ;  
Sec. 7, SE $\frac{1}{4}$ ;  
Sec. 8, W $\frac{1}{2}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ ;  
Sec. 9, NE $\frac{1}{4}$ SW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
Sec. 18, NE $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
Sec. 26, S $\frac{1}{2}$ SW $\frac{1}{4}$ ;  
Sec. 27, SW $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , SE $\frac{1}{4}$ ;  
Sec. 28, NE $\frac{1}{4}$ , NENW $\frac{1}{4}$ , SWNW $\frac{1}{4}$ , SENW $\frac{1}{4}$ , SW $\frac{1}{4}$ , SE $\frac{1}{4}$ ;  
Sec. 29;  
Sec. 30, NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ ;  
Sec. 31, NE $\frac{1}{4}$ , SW $\frac{1}{4}$ , SE $\frac{1}{4}$ ;  
Sec. 32;  
Sec. 33, NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ ;  
Sec. 34;  
Sec. 35, SW $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , SE $\frac{1}{4}$ ;  
Sec. 36, NW $\frac{1}{4}$ SW $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$ .

T. 33 N., R. 81 W.

Sec. 5, SW $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
Sec. 6, SENW $\frac{1}{4}$ , SW $\frac{1}{4}$ , SE $\frac{1}{4}$ ;  
Sec. 7, E $\frac{1}{2}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
Sec. 8, NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
Sec. 9, W $\frac{1}{2}$ SW $\frac{1}{4}$ , SESW $\frac{1}{4}$ ;  
Sec. 19, S $\frac{1}{2}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ ;  
Sec. 20, NW $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , SE $\frac{1}{4}$ ;  
Sec. 21, SE $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$ , NE $\frac{1}{4}$ SE $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$ ;  
Sec. 22, NW $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ ;  
Sec. 26, SW $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ ;  
Sec. 27, NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ ;  
Sec. 28, N $\frac{1}{2}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$ ;

Sec. 29, N $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ ;

Sec. 32, NE $\frac{1}{4}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ , SE $\frac{1}{4}$ ;  
Sec. 33;

Sec. 34, NE $\frac{1}{4}$ , NW $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ ;

Sec. 35, NW $\frac{1}{4}$ , SE $\frac{1}{4}$ .

T. 34 N., R. 81 W.

Sec. 1, SW $\frac{1}{4}$ SW $\frac{1}{4}$ , SESW $\frac{1}{4}$ ;

Sec. 2, W $\frac{1}{2}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , SE $\frac{1}{4}$ ;

Sec. 10, NE $\frac{1}{4}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ ;

Sec. 12, N $\frac{1}{2}$ NW $\frac{1}{4}$ ;

Sec. 13;

Sec. 14, S $\frac{1}{2}$ SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$ ;

Sec. 15, SW $\frac{1}{4}$ , SE $\frac{1}{4}$ ;

Sec. 23;

Sec. 24, E $\frac{1}{2}$ NE $\frac{1}{4}$ , W $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ ;

Sec. 25, W $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ , SE $\frac{1}{4}$ SE $\frac{1}{4}$ ;

Sec. 26, NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$ ;

Sec. 27, NE $\frac{1}{4}$ , SE $\frac{1}{4}$ ;

Sec. 34, E $\frac{1}{2}$ SE $\frac{1}{4}$ ;

Sec. 35.

T. 35 N., R. 81 W.

Sec. 13, N $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ ;

Sec. 15, S $\frac{1}{2}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , pt. N $\frac{1}{2}$ SE $\frac{1}{4}$ ;

Sec. 22, SW $\frac{1}{4}$ SW $\frac{1}{4}$ , E $\frac{1}{2}$ SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ ;

Sec. 24, N $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NE $\frac{1}{4}$ ;

Sec. 25, E $\frac{1}{2}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ ;

Sec. 26, S $\frac{1}{2}$ NE $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ ;

Sec. 27, SE $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ ;

Sec. 34, NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , NE $\frac{1}{4}$ SW $\frac{1}{4}$ , SE $\frac{1}{4}$ ;

Sec. 35, SW $\frac{1}{4}$ .

T. 30 N., R. 82 W.

Sec. 2, NW $\frac{1}{4}$ NW $\frac{1}{4}$ ;

Sec. 3, N $\frac{1}{2}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , N $\frac{1}{2}$ SW $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ ;

Sec. 4, NE $\frac{1}{4}$ , W $\frac{1}{2}$ NW $\frac{1}{4}$ , SENW $\frac{1}{4}$ , SW $\frac{1}{4}$ , SE $\frac{1}{4}$ ;

<sup>1</sup> This order shall not become effective unless and until the requirements of § 900.14 of the rules of practice and procedure governing proceedings to formulate marketing agreements and orders have been met.



Sec. 5, NE $\frac{1}{4}$ , SE $\frac{1}{4}$ ;  
 Sec. 9, NE $\frac{1}{4}$ , NW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
 Sec. 10, NW $\frac{1}{4}$ SW $\frac{1}{4}$ ;  
 Sec. 18.  
 T. 31 N., R. 82 W.  
 Sec. 33, SE $\frac{1}{4}$ NE $\frac{1}{4}$ , NESE $\frac{1}{4}$ ;  
 Sec. 35, SE $\frac{1}{4}$ .  
 T. 35 N., R. 80 W.  
 Sec. 18, SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$ ;  
 Sec. 19, NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$ ;  
 Sec. 30, NE $\frac{1}{4}$ , N $\frac{1}{2}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ SW $\frac{1}{4}$ ;  
 Sec. 31, N $\frac{1}{2}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , S $\frac{1}{2}$ SE $\frac{1}{4}$ ;  
 Sec. 32, N $\frac{1}{2}$ NE $\frac{1}{4}$ , SW $\frac{1}{4}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ SW $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ .

**2. Charges and terms of payment.** The minimum water rental charge shall be \$2.00 per irrigable acre for each irrigable acre of land for which water service is requested, payment of which will entitle the applicant to 2 acre-feet of water per irrigable acre. Additional water, if available, will be furnished during the irrigation season at the rate of \$1.50 per acre-foot. All charges shall be payable in advance of the delivery of water, and no part thereof shall be refunded.

**3.** Water will be delivered and measured by Government forces at the nearest available measuring device to the individual farm.

**4.** No water will be delivered to isolated tracts where such service would result in excessive canal losses or excessive costs.

**5.** Water will be delivered only to lands the owners of which have executed and delivered recordable contracts as required by articles 38 and 39 of the contract of August 3, 1935, between the United States and the Casper-Alcova Irrigation District.

**6.** Individual applications for water and the payments required by this notice will be received at the office of the District Manager, Bureau of Reclamation, Room 520, Consolidated Royalty Building, Casper, Wyoming. The United States reserves the right to reject any applications.

(Act of June 17, 1902, Stat. 388, as amended or supplemented)

[SEAL] W. E. BLONGREN,  
*Assistant Regional Director.*

[F. R. Doc. 49-3092; Filed, Apr. 20, 1949; 8:49 a. m.]

#### Office of the Secretary

[Order 2515]

#### RECLAMATION WITHDRAWALS

##### DELEGATION OF AUTHORITY

**SECTION 1. Authority to withdraw.** The Commissioner or an Assistant Commissioner of Reclamation, with the concurrence of the Bureau of Land Management, may (a) withdraw lands and revoke orders of withdrawal under the act of June 17, 1902 (43 U. S. C., sec. 416) the act of April 16, 1906, as amended, (43 U. S. C., sec. 561), and the act of October 5, 1914 (43 U. S. C., sec. 569); (b) eliminate from grazing districts lands deemed necessary for use in connection with reclamation projects under

the act of June 28, 1934, as amended, (43 U. S. C., secs. 315 et seq.), and, (c) survey, subdivide, appraise, and sell lands withdrawn for townsite purposes pursuant to the act of April 16, 1906, as amended, (43 U. S. C., secs. 561 et seq.).

**SEC. 2. Clearance.** Proposed orders of withdrawal shall be cleared by the Bureau of Reclamation with all agencies of the Department which the records indicate may be interested. No order of withdrawal shall be issued if objected to by any agency of the Department. If an objection is raised, the matter shall be submitted to the Secretary.

**SEC. 3. Revocation.** 43 CFR, 1946 Supp., 4.410 (Order No. 2238, 11 F. R. 9082) is revoked.

(5 U. S. C., sec. 22; 16 U. S. C., sec. 590z-11; 43 U. S. C., sec. 315a)

Dated: April 7, 1949.

[SEAL] J. A. KRUG,  
*Secretary of the Interior.*

[F. R. Doc. 49-3093; Filed, Apr. 20, 1949; 8:48 a. m.]

[Order 2516]

#### ALASKA RAILROAD

##### DELEGATION OF AUTHORITY

APRIL 14, 1949.

**SECTION 1. The General Manager.** (a) Except as such authority is limited by the Secretary, the General Manager of the Alaska Railroad is authorized to act for the Secretary of the Interior with respect to any matter having to do with the operation of the Railroad and its related activities.

(b) The following matters must be presented to and receive the approval of the Secretary before becoming effective:

(1) Proposed important changes in the policy of the Railroad, its operation and management, or in all or part of a service previously rendered, such as the extension of main lines or branches, the construction of additional branches, the discontinuance of terminal facilities, the opening of new stations, the extension or abandonment of river-boat service or coal mining activities, the construction of major bridges or buildings, or the operation of tourist facilities in McKinley Park;

(2) Proposed extension of the service of the Railroad into a new field or creation of a new kind or character of service rendered by or to the Railroad;

(3) Proposed general increases or reductions in freight rates or passenger fares.

(c) (1) The General Manager shall exercise such authority with respect to personnel matters as the Secretary may prescribe.

(2) The authority of the General Manager with respect to contracts for construction, supplies, or services and leases of space in real estate is set out in sections 50 and 52, respectively, of Order No. 2509 (14 F. R. 306).

(d) (1) The General Manager shall submit to the Secretary (through the

Director, Division of Territories and Island Possessions) a monthly report covering the operation of the Railroad and an annual report at the close of each fiscal year.

(2) Upon the request of the Secretary or the Director, Division of Territories and Island Possessions, the General Manager shall furnish such data relative to the operation of the Railroad and its related activities or concerning the exercise of the authority granted to him by this section as the Secretary or Director may require.

**SEC. 2. Surplus property.** The Director and Assistant Director, Division of Territories and Island Possessions, and the General Manager and Assistant General Manager of the Alaska Railroad are severally authorized to make any certification, required under any Interior Department Appropriation Act or other law, in connection with the transfer without charge to the Alaska Railroad, by the Department of the Army or any other agency of the United States having title to such property, of materials, roadway and bridge maintenance and other necessary equipment, locomotives and spare parts, shop facilities and machinery, supplies, rolling stock, and buildings and docks which are needed for the improvement, maintenance, or operation of the Railroad.

**SEC. 3. Revocations; saving clause.** (a) This order supersedes Subpart F of Part 4, Title 43, Code of Federal Regulations, as amended (Orders Nos. 2327, 2348).

(b) Subdelegations of authority which have been made pursuant to 43 CFR, Part 4, Subpart F, and which are in force on the effective date of this order shall remain in force until revoked or suspended by subdelegations made pursuant to this order.

(5 U. S. C., sec. 22; 48 U. S. C., sec. 301 et seq.)

[SEAL] J. A. KRUG,  
*Secretary of the Interior.*

[F. R. Doc. 49-3094; Filed, Apr. 20, 1949; 8:48 a. m.]

## DEPARTMENT OF THE TREASURY

### Bureau of Customs

[T. D. 52198]

#### ADDITIONS TO "NO CONSUL" LIST

APRIL 14, 1949.

In accordance with a recommendation from the Department of State, Nuevitas, Jucaro, and Santa Cruz del Sur in Camaguey Province, Cuba, are hereby added to the "No consul" list (1947), T. D. 51797, as amended.

Consular invoices covering merchandise from the above-named places will be accepted if certified under the provisions of section 482 (f), Tariff Act of 1930.

[SEAL] W. R. JOHNSON,  
*Deputy Commissioner.*

[F. R. Doc. 49-3107; Filed, Apr. 20, 1949; 8:52 a. m.]



## FEDERAL POWER COMMISSION

[Docket No. G-1161]

TENNESSEE GAS TRANSPORTATION CO.

ORDER POSTPONING HEARING

On April 14, 1949, East Tennessee Gas Company and Tennessee Natural Gas Lines, Inc., filed a motion for continuance until May 12, 1949, of the hearing set for April 19, 1949, by order of the Commission issued in the above-entitled docket on March 15, 1949. As grounds for the postponement, the moving companies state that there is another proceeding involving the same parties and their respective counsel scheduled for April 18, 1949, by the Commission in Docket Nos. G-1065 and G-1070; that the hearing may not be concluded at the time fixed for the commencement of the hearing herein; and that, consequently, a conflict will exist. It is desirable, if not necessary, that the April 18 hearing be concluded and determination on the merits be made of the issues therein before the second hearing is commenced.

The Commission finds: Good cause has been shown for postponing the date for hearing as set in Commission's order issued March 15, 1949, to May 12, 1949, but that said order should not be otherwise modified.

The Commission orders: The hearing now set for April 19, 1949, at 9:30 o'clock a. m. be and the same is hereby postponed until May 12, 1949, at 9:30 o'clock a. m. (d. s. t.) in the Hearing Room of the Federal Power Commission, Hurley-Wright Building, 1800 Pennsylvania Avenue NW., Washington, D. C.

Date of issuance: April 15, 1949.

By the Commission.

LEON M. FUQUAY,  
Secretary.

[F. R. Doc. 49-3096; Filed, Apr. 20, 1949;  
8:48 a. m.]

[Docket No. G-1191]

HAGERSTOWN GAS CO.

NOTICE OF APPLICATION

APRIL 15, 1949.

Notice is hereby given that on April 6, 1949, an application was filed with the Federal Power Commission by Hagerstown Gas Company (Applicant), a Maryland corporation, with its principal office at Hagerstown, Maryland, for an order directing The Manufacturers Light and Heat Company (Manufacturers), a subsidiary of The Columbia Gas System, Inc., to establish a physical connection of its natural-gas transmission facilities with the distribution mains of Applicant for the purpose of supplying, transmitting and delivering natural gas to Applicant.

The application states that Applicant and Manufacturers executed a contract on May 2, 1946, whereby Manufacturers agreed to sell and deliver natural gas to Applicant in quantities sufficient for its requirements. Applicant is engaged in the distribution of 550 B. t. u. water gas in the city of Hagerstown, Maryland, and

vicinity and desires to change over to the distribution of straight natural gas in view of the fact that requirements arising from normal customer use are exceeding the capacity of the existing manufacturing facilities and the distribution system and serious difficulties in financing would arise in the event any capital investment were made to add to plant and facilities. Applicant states that its rates have been increased recently but the operating income is insufficient to provide a fair return. Applicant further states that it has endeavored without success to procure deliveries of natural gas from Manufacturers. Applicant further states that it is ready to construct the portion of the facilities described in the gas supply contract which are necessary for Applicant to receive the natural gas.

Peak day requirements of Applicant for the year 1947 were 900 Mcf of 550 Btu gas, and for the year 1948 were 952 Mcf. Applicant estimates that its peak day requirements of straight natural gas for the year 1950 will be 525 Mcf and with normal growth increases will be 750 Mcf in 1953. At the end of the year 1948 Applicant had 7,811 customers and by 1953 Applicant estimates the number of its customers to be 8,352.

Applicant avers that service to Applicant can be rendered by Manufacturers without impairment in the ability of Manufacturers to render adequate service to its present customers.

Any interested State commission is requested to notify the Federal Power Commission whether the application should be considered under the cooperative provisions of § 1.37 of the Commission's rules of practice and procedure and, if so, to advise the Federal Power Commission as to the nature of its interest in the matter and whether it desires a conference, the creation of a board, or a joint or concurrent hearing, together with reasons for such a request.

The application of Hagerstown Gas Company is on file with the Commission and open to public inspection. Any person desiring to be heard or to make any protest with reference to the application shall file with the Federal Power Commission, Washington 25, D. C., not later than 15 days from the date of publication of this notice in the FEDERAL REGISTER, a petition to intervene or protest.

[SEAL]

LEON M. FUQUAY,  
Secretary.

[F. R. Doc. 49-3095; Filed, Apr. 20, 1949;  
8:48 a. m.]

## SECURITIES AND EXCHANGE COMMISSION

[File No. 70-2097]

KANSAS POWER AND LIGHT CO.

ORDER PERMITTING DECLARATION TO BECOME EFFECTIVE

At a regular session of the Securities and Exchange Commission held at its office in the city of Washington, D. C., on the 14th day of April 1949.

The Kansas Power and Light Company ("Kansas Power"), a subsidiary of North

American Light & Power Company, and The North American Company, both registered holding companies, has filed an application or declaration, and amendments thereto, pursuant to sections 6 (b) or 7 of the Public Utility Holding Company Act of 1935 regarding the following proposed transactions:

Kansas Power proposes to issue and sell \$10,000,000 principal amount of its First Mortgage Bonds, --% Series due 1979 ("New Bonds") at competitive bidding pursuant to the provisions of Rule U-50 promulgated under said act. The coupon rate per annum for the New Bonds (to be a multiple of  $\frac{1}{8}$  of 1%) and the price, exclusive of accrued interest, to be received by the company (to be not less than 100% nor more than 102.75% of the principal amount of the New Bonds) are to be determined by the competitive bidding. The New Bonds will be issued under the provisions of an existing Mortgage and Deed of Trust dated July 1, 1939, between Kansas Power and Harris Trust and Savings Bank, Chicago, Illinois, Trustee, as supplemented by a Second Supplemental Indenture thereto to be dated April 1, 1949.

The net proceeds from the issue and sale of said New Bonds will be applied toward the payment of the cost of the company's construction program for 1949-50, estimated in the amounts of \$15,914,540 for 1949, and \$8,077,917 for 1950, and to the reimbursement of the company's treasury for capital expenditures previously made.

Said application or declaration having been filed on March 28, 1949, and amendments thereto having been filed on March 30 and April 11, 1949, and notice of such filing having been duly given in the form and manner prescribed by Rule U-23 promulgated pursuant to said act and the Commission not having received a request for hearing with respect to said application or declaration within the period specified in said notice, or otherwise, and not having ordered a hearing thereon; and

The Commission deeming it appropriate to consider the aforesaid application or declaration as a declaration pursuant to sections 6 (a) and 7 of said act; and the Commission finding that the requirements of the applicable provisions of the act and rules promulgated thereunder are satisfied, that no adverse findings are necessary, and deeming it appropriate in the public interest and in the interest of investors and consumers that said declaration, as amended, be permitted to become effective forthwith:

It is ordered, Pursuant to Rule U-23 and the applicable provisions of said act, that said declaration, as amended, be, and the same hereby is, permitted to become effective forthwith, subject to the terms and conditions prescribed by Rule U-24, and subject to the further condition that the issue and sale of said New Bonds shall not be consummated until the results of competitive bidding pursuant to Rule U-50 have been made a matter of record in these proceedings and a further order shall have been entered by the Commission in the light of the record so completed, which order may contain such further terms and



conditions as may then be deemed appropriate, jurisdiction being hereby reserved for such purpose.

It is further ordered, That jurisdiction be, and the same hereby is, reserved with respect to fees and expenses of company counsel, accountants and engineers, and independent counsel for the underwriters.

By the Commission:

[SEAL] ORVAL L. DuBOIS,  
Secretary.

[F. R. Doc. 49-3097; Filed, Apr. 20, 1949;  
8:48 a. m.]

## DEPARTMENT OF JUSTICE

### Office of Alien Property

AUTHORITY: 40 Stat. 411, 55 Stat. 839, Pub. Laws 322, 671, 79th Cong., 60 Stat. 50, 925; 50 U. S. C. and Supp. App. 1, 616; E. O. 9193, July 6, 1942, 3 CFR, Cum. Supp., E. O. 9567, June 8, 1945, 3 CFR, 1945 Supp., E. O. 9788, Oct. 14, 1946, 11 F. R. 11981.

[Vesting Order 13021]

HANS VON FLOTOW

In re: Personal property owned by Hans von Flotow. F-28-29149-C-1.

Under the authority of the Trading With the Enemy Act, as amended, Executive Order 9193, as amended, and Executive Order 9788, and pursuant to law, after investigation, it is hereby found:

1. That Hans von Flotow, whose last known address is 9 Schiller Str., Berlin, Germany, is a resident of Germany and a national of a designated enemy country (Germany);

2. That the property described as follows: One unfinished oil sketch on card c. 36" x 24" of a man with two horses by Liebermann, dated 1906, presently in the custody of Luther Gulick, 14 Sussex Avenue, Bronxville, New York,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid national of a designated enemy country (Germany);

and it is hereby determined:

3. That to the extent that the person named in subparagraph 1 hereof is not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany).

All determinations and all action required by law, including appropriate consultation and certification, having been made and taken, and, it being deemed necessary in the national interest,

There is hereby vested in the Attorney General of the United States the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest of and for the benefit of the United States.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9193, as amended.

Executed at Washington, D. C., on March 29, 1949.

For the Attorney General.

[SEAL] MALCOLM S. MASON,  
Acting Deputy Director,  
Office of Alien Property.

[F. R. Doc. 49-3108; Filed, Apr. 20, 1949;  
8:52 a. m.]

[Vesting Order 12892, Amdt.]

LIZA KELLER ET AL.

In re: Bank account owned by and debt owing to the personal representatives, heirs, next of kin, legatees and distributees of Liza Keller, also known as Lisa Keller and as Louisa Keller, deceased.

Vesting Order 12892, dated March 2, 1949, is hereby amended as follows and not otherwise:

By deleting from subparagraph 2-b of said Vesting Order 12892 the figures "\$264.41", and substituting therefor the figures "\$164.41".

All other provisions of said Vesting Order 12892 and all actions taken by or on behalf of the Attorney General of the United States in reliance thereon, pursuant thereto and under the authority thereof are hereby ratified and confirmed.

Executed at Washington, D. C., on April 12, 1949.

For the Attorney General.

[SEAL] DAVID L. BAZELON,  
Assistant Attorney General,  
Director, Office of Alien Property.

[F. R. Doc. 49-3109; Filed, Apr. 20, 1949;  
8:53 a. m.]

[Return Order 280]

G. RICORDI AND CO.

Having considered the claim set forth below and having issued a determination allowing the claim, which is incorporated by reference herein and filed herewith,

It is ordered, That the claimed property, described below and in the determination, including all royalties accrued thereunder and all damages and profits recoverable for past infringement thereof, be returned after adequate provision for taxes and conservatory expenses:

Claimant, Claim No., Notice of Intention To Return Published, and Property

G. Ricordi and Co., Milan, Italy, Claim No. 28214, Feb. 8, 1949, (14 F. R. 560); \$313,339.57 in the Treasury of the United States.

All of the capital stock of G. Ricordi and Company, Inc., a New York corporation, consisting of 300 shares of \$100 par value common capital stock presently registered in the name of the Attorney General of the United States.

All right, title and interest of the claimants in and to a certain contract by and between Dr. Renato Tasselli, acting as attorney-in-fact for the claimant, and Broadcast Music, Inc. of New York City, executed under date of October 7, 1940, and all income, profits, royalties and other property heretofore accrued and not received by the Attorney General of the United States, or which may hereinafter accrue, to or in favor of said claimant by virtue of the aforesaid contract.

Property to the extent owned by claimant immediately prior to the vesting thereof, described in Vesting Order Nos. 730 and 1174 (8 F. R. 15917, November 24, 1943), relating to compositions listed in the Ricordi catalogues "Catalogue of Piano Music, Classic and Modern", "Vocal Catalogue", "Catalogue of Music for String Instruments", "Catalogue of Orchestral Music", "Catalogue of Music for Harp, Guitar, Banjo, Cetra and Mandolin", "Catalogue of Music for Woodwind, Reed, Brass and Percussion Instruments", "Vocal Scores and Vocal Excerpts from Operas", "Orchestra", "Cori", "Banda e Fanfara", "Supplement to General Catalogue, September 30, 1940", "Rental Library of G. Ricordi and Co., Milan, Italy", and "Novelties—April 9, 1941" (attached as exhibits to said vesting orders).

This return is subject to the limitations contained in the Memorandum of Understanding between the Government of the United States of America and the Government of Italy, dated August 14, 1947, relating to literary, artistic or industrial property to be returned.

Appropriate documents and papers effectuating this order will issue.

Executed at Washington, D. C., on April 15, 1949.

For the Attorney General.

[SEAL] DAVID L. BAZELON,  
Assistant Attorney General,  
Director, Office of Alien Property.

[F. R. Doc. 49-3110; Filed, Apr. 20, 1949;  
8:54 a. m.]

[Return Order 300]

SOCIETE DES USINES CHIMIQUES

Having considered the claims set forth below and having issued a determination allowing the claims which is incorporated by reference herein and filed herewith,

It is ordered, That the claimed property, described below and in the determination, including (a) all royalties accrued thereunder and all damages and profits recoverable for past infringement thereof and (b) all damages and profits recoverable for breach of the agreement included therein, be returned after adequate provision for taxes and conservatory expenses:

Claimant, Claim No., Notice of Intention To Return Published, and Property

Societe des Usines Chimiques, Rhone-Poulenc, Paris, France, Claims Nos. 6542, 6543, 6544, 6545, 6546, 6547, 6548 and 29527, March 3, 1949 (14 F. R. 974); Property described in Vesting Order No. 293 (7 F. R. 9836, November 26, 1942), relating to United States Patent Application Serial Nos. 118,258 (now United States Letters Patent No. 2,309,841); 285,266 (now United States Letters Patent No. 2,309,860); 378,061 (now United States Letters Patent No. 2,449,036) and 383,056; property described in Vesting Order No. 666 (8 F. R. 5047, April 17, 1943), relating to United States Letters Patent Nos. 1,573,738; 1,582,775; 1,582,776; 1,591,958; 1,598,141; 1,598,370; 1,599,508; 1,606,624; 1,608,288; 1,623,896; 1,643,692; 1,677,964; 1,700,756; 1,798,030; 1,896,039; 1,904,698; 1,909,798; 1,994,213; 2,009,295; 2,041,528; 2,056,046; 2,060,181; 2,070,163; 2,111,768; 2,115,576; 2,219,796; 2,262,544 and 2,274,593; property described in Vesting Order No. 677 (8 F. R. 7029, May 27, 1943), relating to United States Letters Patent No. 1,912,189; property described in Vesting Order No. 2107 (8 F. R. 13853, October 9, 1943), relating to United States Letters



Patent No. 1,609,520; property described in Vesting Order No. 3515 (9 F. R. 5844, May 30, 1944), relating to United States Letters Patent Nos. 1,627,881; 1,738,563; 1,826,594; 1,854,762; 1,859,002; 1,882,551; 1,908,746; 1,956,570; 1,956,571; 1,969,882; 1,988,156; 1,992,167; 2,082,946; 2,102,282; 2,122,735; 2,175,842;

2,213,717; 2,242,322 and 2,279,468; property described in Vesting Order No. 3565, relating to United States Letters Patent No. 2,273,633; property described in Vesting Order No. 1601 (8 F. R. 8566, June 21, 1943) as Transaction Controls, relating to disclosures of the following inventions:

T. C. No.	Title	Inventor
195 (now serial No. 623,893).....	New Polymerisable Product and Its Process of Manufacture.	M. Grunfeld.
195 (a) (now serial No. 623,891)...	Substituted Alkylene-Diamines.....	M. Mosnier.
195 (b) (now serial No. 623,897)...	Dispersions of Synthetic Resins.....	E. Cottet.
195 (c) (now serial No. 623,890)...	Insecticidal Compositions.....	J. Motte and J. Lambert.
195 (d) (now serial No. 623,895)...	Adjuvants of Technical Organic Substances and Methods of Using the Same.	Grunfeld and Cottet.
195 (e) (now serial No. 623,896)...	Protective Coatings for Metal Surfaces and Method of Producing the Same.	E. Cottet.
195 (g) (now serial No. 623,892)...	Method for the Preparation of Hydroquinone.	M. Hannion and I. Scriabine.
195 (h) (now serial No. 623,894)...	Derivatives of 1/2/5 Pentanetriol.....	Grunfeld and Courtet.

All interests and rights created in Les Etablissements Poulenc Freres (now known as Societe des Usines Chimiques Rhone-Poulenc) to the extent owned by claimant immediately prior to the vesting thereof by Vesting Order No. 2107, by virtue of an agreement dated April 15, 1927 (including all modifications thereof and supplements thereto) by and between Les Etablissements Poulenc Freres and Abbott Laboratories, relating among other things to United States Letters Patent No. 1,609,520.

All interests and rights created in Societe des Usines Chimiques Rhone-Poulenc to the extent owned by claimant immediately prior to the vesting thereof by Vesting Order No. 3515, by virtue of an agreement dated October 30, 1931 (including all modifications thereof and supplements thereto) by and between Societe des Usines Chimiques Rhone-Poulenc, E. I. du Pont de Nemours & Company and Newport Chemical Corporation, relating among other things to United States Letters Patent No. 2,279,468.

All interests and rights created in Societe Chimique des Usines du Rhone (now known as Societe des Usines Chimiques Rhone-Poulenc) to the extent owned by claimant immediately prior to the vesting thereof by Vesting Order No. 3608 (9 F. R. 5939, May 31, 1944) by virtue of (a) an agreement dated December 31, 1927 (including all modifications thereof and supplements thereto) by and between Societe Chimique des Usines du Rhone and E. I. du Pont de Nemours &

Company, relating among other things to United States Letters Patent No. 2,172,447; and (b) an agreement dated August 4, 1928 (including all modifications thereof and supplements thereto) executed by E. I. du Pont de Nemours & Company on June 16, 1928 and by Societe Chimique des Usines du Rhone on August 4, 1928 relating among other things to United States Letters Patent No. 1,898,213.

In connection with this return, claimant has furnished the Attorney General certain covenants contained in a letter dated January 25, 1949 and Societe Rhodioceta has furnished the Attorney General certain covenants (assented to by the claimant) contained in a letter dated November 18, 1948. These covenants are attached to the Determination filed herewith as Exhibits A1 and A2, respectively.

This return shall not be deemed to include the rights of any licensees under the above patents and contracts.

Appropriate documents and papers effectuating this order will issue.

Executed at Washington, D. C., on April 15, 1949.

For the Attorney General.

[SEAL] DAVID L. BAZELON,  
Assistant Attorney General,  
Director, Office of Alien Property.

[F. R. Doc. 49-3112; Filed, Apr. 20, 1949; 8:54 a. m.]

[Return Order 293]

JOSEPHINE R. WORDEN ET AL.

Having considered the claim set forth below and having issued a determination allowing the claim, which is incorporated by reference herein and filed herewith,

It is ordered, That the claimed property, described below and in the determination, be returned, subject to any increase or decrease resulting from the administration thereof prior to return, and after adequate provision for taxes and conservatory expenses:

Claimant, Claim No., Notice of Intention to Return Published, and Property

Josephine R. Worden, New York, N. Y., Anna Johanna Edelheim, Philadelphia, Pa., E. Swift Newton, Anselma, Pa., Caroline E. Newton, Berwyn, Pa., Claim No. 13743, March 1, 1949 (14 F. R. 930); \$3492.43 in the Treasury of the United States; one-third thereof payable to Josephine R. Worden; one-third thereof payable to Anna Johanna Edelheim; one-sixth thereof payable to E. Swift Newton; and one-sixth thereof payable to Caroline E. Newton. All right, title, interest and claim of any kind or character whatsoever of Louis August Edelheim in and to the trusts created under the will of Carl Edelheim, deceased; a one-third interest therein to Josephine R. Worden; a one-third interest therein to Anna Johanna Edelheim; a one-sixth interest therein to E. Swift Newton; and a one-sixth interest therein to Caroline E. Newton, heirs and successors of Louis August Edelheim, deceased.

Appropriate documents and papers effectuating this order will issue.

Executed at Washington, D. C., on April 15, 1949.

For the Attorney General.

[SEAL] DAVID L. BAZELON,  
Assistant Attorney General,  
Director, Office of Alien Property.

[F. R. Doc. 49-3111; Filed, Apr. 20, 1949; 8:54 a. m.]